

# 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, June 26, 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**

**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**

Superintendent DeGenna will lead the audience in the Pledge of Allegiance.

**A.3. Adoption of Agenda (Superintendent)**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**A.4. Recognition of Retirees (DeGenna)**

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

Sharon Ahumada	Campus Asst.-CSEA	27 Years
Rosaicela Alejandre	Campus Assistant	9 Years
Laura Ambriz	Teacher Grade 1 DLI	27 Years
Martha Amezcua Ochoa	Teacher Grade 1 DLI	30 Years
Ofelia Anguiano	Campus Assistant	25 Years
Maria Ayala	Teacher Kindergarten DLI	26 Years
Stacy Ballas	Teacher Kindergarten	25 Years
Karen K. Beal	Teacher Resource Specialist	7 Years
Margarita Bernard	Teacher Grade 1	27 Years
Bertha Betancourt	Child Nutrition Worker	19 Years
Nancy Booth	Teacher Resource Specialist	19 Years
Susan C. Brogdon	Child Nutrition Worker	8 Years
Teresa Byrne	Teacher Sp Ed M/S	9 Years
Philip Bullard	Teacher Physical Education	8 Years
Rosy R. Camarena	Office Assistant II/El	24 Years
Susan Canales	Teacher Kindergarten	37 Years
Stephen Carrier	Teacher Grade 5	26 Years
Anthony Angel Castilla	Custodian	23 Years
Beatriz Chavez	Preschool Teacher (B)	32 Years

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Rosa Maria Chavez	Teacher Grade 1	30 Years
Maria Chay	Teacher Grade 1	26 Years
Paula Corona	Child Nutrition Worker	21 Years
David Crowell	Teacher Social Studies Jr High	27 Years
Irma DeCandia	Teacher Grade 5	35 Years
Yolanda Delgado	Instr Asst RSP (B)	35 Years
Marcela DeSales	Teacher Grade 2 DLI, English	28 Years
Kristin Dodge	Teacher Language Arts Jr High	24 Years
Susan Ekwall	Teacher Band Jr High	21 Years
Maria Espinoza	Teacher Kindergarten	25 Years
Sheryl Fidler	Psychologist	31 Years
Christine Finney	Teacher Grade 5	20 Years
Alisse Fisher	Teacher Kinder DLI, English	24 Years
Rosio Flores	Preschool Teacher (B)	25 Years
Lisa A. Franz	Director of Purchasing	34 Years
Suzanne Fries Hostka	Teacher Grade 4	24 Years
Alvaro Galvan	Teacher Grade 3 DLI	27 Years
Melissa Gano	Literacy Intervention Teacher	38 Years
Mariana Garcia	Asst. Principal Jr. High	24 Years
Araceli Garrido Hernandez	Attendance Accounting Tech	25 Years
Michelle Gibbs	Literacy Intervention Teacher	27 Years
Dario Gonzales	Lead Custodian	30 Years
Arcelia Hernandez	Paraeducator II	38 Years
Suzanne Johnson	Literacy Intervention Teacher	36 Years
Sandra Kelble	Teacher Grade 4	30 Years
Teresita Kubilos	Pre-K Teacher	9 Years
Virginia Ladines	Child Nutrition Worker	22 Years
Diana Laubacher	Teacher Kindergarten	37 Years
Sara Lemos	Paraeducator II	27 Years
Julio Leon Aguilar	Custodian	27 Years
Rogelio E. Lopez	Campus Assistant	15 years
Patricia Lopez Torres	Literacy Intervention Teacher	28 Years
Suzanne A. Lugotoff	Director of CNS	7 Years
Mitzi Majeski	Teacher Kinder DLI, English	11 Years
Janet Marks	Teacher Social Studies Jr High	32 Years
Joann E. Martinez	Child Nutrition Worker	24 Years
Traci Martinez	Teacher Grade 3	27 Years
Juan Martinez	Teacher Math Jr. High	20 Years
Theresa McGee	Manager Sp. Ed	5 Years
Edna G. Merlo	Campus Assistant	2 Years
Roxanne Miranda	Teacher Science Jr High	27 Years
Silvia Moncayo	Teacher Grade 3 DLI	27 Years

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Adele Montijo	Teacher Grade 2	24 Years
Leslie Nateras	Teacher Kindergarten DLI	31 Years
Lorraine Nava	Paraeducator II	28 Years
Derek Olson	Teacher Grade 4 DLI, English	28 Years
Patricia Oropeza	Teacher Grade 1 DLI	37 Years
Anthony Otani	Teacher Grade 3	25 Years
Lucy Perales	Psychologist	23 Years
Jennie J. Peraza	Administrative Assistant	25 Years
Maria Perez	Campus Asst.-CSEA	22 Years
Louis Piña	Custodian	28 Years
Amy Poore	Teacher Grade 1	36 Years
Shirley Prado	Teacher Resource Specialist	28 Years
Rosario Rabago	School Office Manager/Jr	30 Years
Dora Ramirez	Instructional Assistant	34 Years
Maria Elena Ramirez	Paraeducator II	41 Years
Alfonso D. Rivera	Lead Custodian	26 Years
Jeannie Rosebro	Teacher Grade 1	27 Years
Javier V. Sanchez	Paraeducator II	17 Years
Martha P. Sanchez	Paraeducator II	25 Years
Graciela Sanchez Hernandez	Child Nutrition Worker	5 Years
Antonio Sandoval	Teacher Kindergarten DLI	9 Years
Maria Skinner	Teacher Sp Ed M/S	13 Years
Danita Y. Spence	Tech Services Technician/12	24 Years
Maria Tamsing	Teacher Grade 3	31 Years
Leslie Taylor	Teacher Grade 6	26 Years
Alfred Teran	Lead Custodian	28 Years
Patricia Tolle	Coordinator-190	11 Years
Carlos Torres	Teacher Grade 4 DLI	27 Years
Sylvia Valencia	Teacher Kindergarten DLI	19 Years
Dalia Valenzuela-Arenas	Executive Assistant-Ed Services	28 Years
Karen Vales	Teacher Science Jr High	19 Years
Maritza Valle	Teacher Grade 2	22 Years
Maria De La Luz Vargas De Bravo	Campus Assistant	29 Years
Roxanne Vettese	Teacher Physical Education	30 Years
Beatriz Viveros	Teacher Grade 2 DLI	28 Years

**A.5. Recess (10 Minutes)**

There will be a brief recess.

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

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

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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.7. Closed Session**

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
    - Case #2023-CUOE015904
  - 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
    - Manager, Special Education
    - Assistant Principals
  - Public Employee Evaluation
    - Superintendent

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

**A.9. Report Out of Closed Session**

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

**A.10. Presentation of the June 2024 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board receive the June 2024 Semi-Annual Implementation Program Update. This Report will subsequently be placed on the first August Board meeting agenda for 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

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limited to three (3) minutes. Please know this meeting is being video-recorded and televised.

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

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

### **Section C: CONSENT AGENDA**

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

#### **C.1. Certification of Signatures (Mitchell)**

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

#### **C.2. Approval of 2024-25 Education Protection Account (EPA) Spending Plan (Mitchell/Núñez)**

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees approve the 2024-25 Education Protection Account Spending Plan, as presented.

#### **C.3. Enrollment Report (Mitchell)**

District enrollment as of May 31, 2024 was 13,531. This is 672 less than the same time last year.

#### **C.4. Purchase Order/Draft Payment Report #23-11 (Mitchell /Franz)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-11, as submitted.

#### **C.5. Approval of Resolution No. 24-01 to Authorize Appropriation Transfers for 2024-25**

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**(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 No. 24-01 to authorize appropriation transfers for the 2024-25 fiscal year, and authorize its filing with the Ventura County Office of Education.

**C.6. Approval of Resolution No. 24-02 for Authorization to Make Temporary Loans between District Funds for 2024-25 (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 No. 24-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

**C.7. Approval of Resolution No. 24-03: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2024 (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 No. 24-03 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2024, and authorize its filing with the Ventura County Office of Education.

**C.8. Approval of Committed Fund Balance Resolution No. 24-04 (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 No. 24-04 to establish a committed fund balance in the general fund and authorize the Superintendent to set the amounts committed for each specified purpose.

**C.9. Approval of Resolution No. 23-26 Making Environmental Findings in Connection with the Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Marina West Elementary School (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Resolution No. 23-26 making environmental findings in connection with the new Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Marina West Elementary School.

**C.10. Approval of Resolution No. 23-27 Making Environmental Findings in Connection with the Proposed Reconstruction of Fremont Middle School (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Resolution No. 23-27 making environmental findings in connection with the reconstruction of Fremont Middle School.

**C.11. Approval of Resolution No. 23-28 Making Environmental Findings in Connection with the ECDC Project at Rose Avenue Elementary School (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Resolution No. 23-28 making environmental findings in connection with the new ECDC Project at Rose Avenue Elementary School.

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**C.12. Acceptance of Disclosure of Collective Bargaining Agreement with Classified School Employees Association (CSEA) (Mitchell/Nuñez)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Classified School Employees Association (CSEA), in the amount of \$2,835,700.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

**C.13. Acceptance of Disclosure of Collective Bargaining Agreement with Oxnard Supportive Services Association (OSSA) (Mitchell/Nuñez)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Oxnard Supportive Services Association (OSSA), in the amount of \$1,230,828.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

**C.14. Acceptance of Disclosure of Collective Bargaining Agreement with Management and Confidential (Mitchell/Nuñez)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Management and Confidential, in the amount of \$965,255.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

**C.15. Establishment and Increase in Hours of Positions (Torres/Fuentes)**

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

**C.16. Personnel Actions (Torres/Fuentes)**

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

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.17. Approval of Amendment #1 to Agreement #23-121 – IXL Learning (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Amendment #1 to Agreement #23-121 with IXL Learning, to extend the term for providing professional development training for Mild to Moderate Teachers Professional development: Standard District success package through June 30, 2025, no additional cost to the original agreement.

**C.18. Approval of Amendment #1 to Agreement #23-208 – Pelletier & Associates Inc. (Torres/Magaña)**

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Amendment #1 to Agreement #23-208 with Pelletier & Associates Inc., for additional funds needed to cover disability management consultation services through the end of the 2024-25 school year, in the amount of \$40,000.00,

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to be paid out of the Unrestricted General Fund.

**C.19. Approval of Agreement #24-01, 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 approve Agreement #24-01 with County of Ventura/Ventura County Behavioral Health Logrando Bienestar program, to provide in-person and/or virtual parent education on mental health issues and work collaboratively with District staff in community outreach and awareness activities, July 1, 2024 through June 30, 2027, at no cost to Oxnard School District.

**C.20. Approval of Agreement #24-02 – County of Ventura – Human Services Agency (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #24-02 with the County of Ventura – Human Services Agency, to provide social workers that will help support parents on issues relating to attendance and behavior, July 1, 2024 through June 24, 2025, in the amount of \$476,172.00, to be paid out of the General Fund.

**C.21. Approval of Agreement #24-12, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2024-2025 (Fox/Shea)**

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-12 with the City of Oxnard Recreation and Community Services, to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant, July 1, 2024 through June 30, 2025, in the amount of \$4,590,000.00, to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program.

**C.22. Approval of Agreement #24-13 – Unfold the Soul (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 #24-13 with Unfold the Soul, to provide an onsite customized comprehensive Professional Learning Day for staff on August 12, 2024, in the amount of \$10,500.00, to be paid out of Title II Funds.

**C.23. Approval of Agreement #24-17, Panorama Education (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-17 with Panorama Education, to provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning, July 1, 2024 through June 30, 2025, in the amount of \$210,500.00, to be paid from Multi-Tiered System of Support (MTSS) Grant.

**C.24. Approval of Agreement #24-23 – N2Y, LLC (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #24-23 with N2Y, LLC, to provide on-site professional development training to Moderate/ Severe Special Education teachers on August 7, 2024, in the amount of \$5,250.00, to be paid out of Special Education Funds.

**C.25. Approval of Agreement No. 24-24 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Mitchell/Corona)**

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It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement No. 24-24 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2024-25 fiscal year, operating costs to be covered by revenue generated by the reimbursement from the Community Eligibility Provision.

**C.26. Approval of Agreement No. 24-25 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Mitchell/Corona)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement No. 24-25 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2024-25 fiscal year, operating costs to be covered by revenue generated by the reimbursement from the Community Eligibility Provision.

**C.27. Approval of Agreement No. 24-27 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Mitchell/Corona)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement No. 24-27 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools, July 1, 2024 to June 30, 2025, operating costs to be covered by revenue generated by the reimbursement from the Community Eligibility Provision.

**C.28. Approval of Agreement #24-29 – Maxim Healthcare Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Superintendent, that the Board of Trustees approve Agreement #24-29 with Maxim Healthcare Services Inc., to provide supplemental staffing to the Special Education Department on an “as needed” basis in the areas of Speech Language Therapist, Behavior Technician, Occupational Therapist, Psychologist, and LVN, July 1, 2024 through June 30, 2025, in the amount of \$2,000,000.00, to be paid out of Special Education Funds.

**C.29. Approval of Agreement #24-30, American Language Services (Fox/Ruvalcaba)**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-30 with American Language Services, to provide over the phone, and/or in-person Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and other parent meetings, August 1, 2024 – June 30, 2025, in the amount of \$20,000.00, to be paid out of Title 1 Funds.

**C.30. Approval of Agreement #24-32 – Acceleration Behavioral Therapies (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #24-32 with Acceleration Behavioral Therapies, to provide consultant services to the Special Education Department that include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services, July 1, 2024 through June 30, 2025, in the amount of \$500,000.00, to be paid out of Special Education Funds.

**C.31. Approval of Agreement #24-33 – Taj Dashaun (Fox/Shea)**

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It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-33 with Taj Dashaun (Thrive After Sports), to visit schools in the Oxnard School District After School and Expanded Learning Opportunities Program to inspire students through the Olympians' stories of perseverance, determination, goal setting, and an elite mindset, July 8, 2024 through July 26, 2024, in the amount of \$200,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.32. Approval of Agreement #24-34 – The Stepping Stones Group, LLC (Fox/Shea)**

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-34 with The Stepping Stones Group, LLC., to provide supplemental staffing to the Expanded Learning Opportunities Program on an “as needed” basis, July 1, 2024 through June 30, 2025, in the amount of \$1,140,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.33. Approval of Agreement #24-37 – Think Together (Fox/Thomas)**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-37 with Think Together, to provide equity-based systemic changes for Fremont Academy in order to support positive student outcomes, July 1, 2024 through June 30, 2025, in the amount of \$173,250.00 to be paid out of Title I - \$12,996.00 and CSI (ESSA School Improvement) - \$160,254.00.

**C.34. Approval of Agreement #24-38 – Think Together (Fox/Thomas)**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-38 with Think Together, to provide equity-based systemic changes for Chavez, Elm and McKinna schools in order to support positive student outcomes, July 1, 2024 through June 30, 2025, in the amount of \$299,250.00, to be paid out of Title I Funds.

**C.35. Approval of Agreement #24-39 – R.M. Pyles Boys Camp (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-39 with R.M. Pyles Boys Camp, to provide a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age, August 24, 2024 through June 30, 2025, at no cost to Oxnard School District.

**C.36. Approval of Agreement#24-40 – Forever Found (Fox/Nocero)**

It is the recommendation of the Director of Pupil Services and the Assistant Superintendent of Educational Services that the Board of Trustees approve Agreement #24-40 with Forever Found to provide trained facilitators to work in conjunction with school administrators, counselors, and outreach specialists to conduct staff training on the subject of human trafficking prevention and restoration curriculum and to meet with students who can benefit from their services, July 1, 2024, through June 30, 2027, at no cost to Oxnard School District.

**C.37. Approval of Agreement #24-41, County of Ventura (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-41 with the County of Ventura, to provide representation at meetings convened by the Oxnard School District (OSD)

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to review program, conduct teen pregnancy prevention workshops at identified sites throughout OSD, provide nursing consultation to OSD staff and collaborative partners, and facilitate and advocate for the delivery of appropriate services to meet health needs, July 1, 2024 through June 30, 2025, at no cost to Oxnard School District.

**C.38. Approval of Agreement #24-44 – The Coalition for Family Harmony (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-44 with The Coalition for Family Harmony, to provide services that Counselors and Outreach Specialists may refer families to such as counseling, parenting programs, legal services, crisis response and intervention, and emergency shelter and LGBTQ+ counseling, August 24, 2024 – June 30, 2025, at no cost to Oxnard School District.

**C.39. Approval of Agreement #24-45 – Marisa Miller (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 #24-45 with Marisa Miller, to provide a Literacy Curriculum Program for all 20 schools in the Oxnard School District After School and Expanded Learning Opportunities Program, July 1, 2024 through June 30, 2025, in the amount of \$62,940.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.40. Approval of Agreement #24-46 - Sunrise Physical Therapy Services Inc. (Torres/Magaña)**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-46 with Sunrise Physical Therapy Services Inc., to provide ergonomic jobsite evaluations and trainings for staff to reduce workplace injuries, July 1, 2024 through June 30, 2025, in the amount of \$29,000.00, to be paid out of Ergonomic Reimbursables Funds.

**C.41. Approval of Agreement #24-47 – Pelletier & Associates Inc. (Torres/Magaña)**

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-47 with Pelletier & Associates Inc., to provide Essential Function Job Analyses (EFJA's) to assist in the disability management process and identify and accommodate individuals into physically appropriate positions, July 1, 2024 through June 30, 2025, in the amount of \$5,000.00, to be paid out of the Unrestricted General Fund.

**C.42. Approval of Agreement #24-66, Renaissance Learning, Inc. (Fox/Thomas)**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-66 with Renaissance Learning, Inc., to conduct in-person professional development for school administrators and educators utilizing the Star assessment system, July 1, 2024 – June 30, 2027, in the amount of \$17,700.00, to be paid out of Supplemental Concentration Funds.

**C.43. Approval of Agreement #24-49, Salus Campus Safety Solutions (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-49 with Salus Campus Safety Solutions, to provide professional development, training, and informational sessions on school safety to all Oxnard School District campuses including San Miguel and James Foster School, July 1, 2024 through June 30, 2025, in the amount of \$90,000.00, to be paid out of Supplemental Concentration Funds.

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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**

- C.44. Approval of Agreement/MOU #24-50, Ventura Unified School District (Fox/Ruvalcaba)**  
It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #24-50 with the Ventura Unified School District, to explain and confirm the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District, in the amount of \$5,802.13 (matching funds), to be paid out of Title I Funds.
- C.45. Approval of Agreement #24-51, Frog Environmental (Mitchell/Galvan)**  
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees approve Agreement #24-51 with Frog Environmental, to perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) for Storm Water Monitoring of the district's Transportation facility, July 1, 2024 through June 30, 2025, in the amount of \$5,536.00, to be paid out of Routine Restricted Maintenance Funds.
- C.46. Approval of Agreement #24-52 – Zixta Enterprises, Inc. dba/Vallarta Supermarkets (Mitchell/Miller)**  
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Renewal Agreement #24-52 with Zixta Enterprises, Inc., dba/Vallarta Supermarkets, for Vallarta's use of a part of the ESC front parking lot, July 1, 2024 - June 30, 2025, Vallarta to pay Oxnard School District the sum of \$29,646.68.
- C.47. Approval of Agreement #24-53, Franklin Covey Education (DeGenna/Jefferson)**  
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #24-53 with Franklin Covey Education, to provide training on leadership development and Speed of Trust workshops for staff, students, and families throughout the Oxnard School District, July 1, 2024 through June 30, 2025, in the amount of \$101,300.00, to be paid out of Special Education Funds (\$42,100.00) and Supplemental Concentration Funds (\$59,200.00).
- C.48. Approval of Agreement #24-54 – Elemental Hardware, Inc. (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 #24-54 with Elemental Hardware, Inc., to provide an enrichment program via hands-on projects during the Expanded Learning Opportunities Programs after school, July 1, 2024 through June 30, 2025, in the amount of \$3,124,500.00, to be paid out of ELOP Funds.
- C.49. Approval of Agreement #24-55 – Parker Anderson Enrichment (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 #24-55 with Parker Anderson Enrichment, to provide enrichment programming daily in the after school program at 20 schools in the district as well as enrichment during the summer Writing and Steam Camp, July 1, 2024 through June 30, 2025, in the amount of \$4,029,570.00, to be paid out of Expanded Learning Opportunities Program Funds.
- C.50. Approval of Agreement #24-56 – Dance Masters Performing Arts Inc. (Fox/Shea)**  
It is the recommendation of the Director, Enrichment & Specialized Programs and the Assistant

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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**

Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-56 with Dance Masters Performing Arts Inc., to provide performing arts enrichment instruction 5 days a week to students in the after-school programs at all 20 schools in the Oxnard School District, July 1, 2024 through June 30, 2025, in the amount of \$2,450,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.51. Approval of Agreement #24-57 – Positive Adventures, LLC (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 #24-57 with Positive Adventures, LLC., to provide a 5th Grade Team Building and Science Program, Day Camps and Overnight Retreats for students, as well as Leadership and Youth Development professional development training for staff at 17 school sites, July 1, 2024 through August 30, 2025, in the amount of \$560,530.00, to be paid out of Expanded Learning Opportunities Program Funds (\$129,160.00) and Title I Funds (\$431,370.00).

**C.52. Approval of Agreement #24-58 – Art Trek, Inc. (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 #24-58 with Art Trek, Inc., to provide enrichment programs during the Expanded Learning Opportunities Programs, July 1, 2024 through June 30, 2025, in the amount of \$4,409,695.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.53. Approval of Agreement #24-61 – Leadership Associates, LLC (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #24-61 with Leadership Associates, LLC., to provide executive advising services to the Superintendent, July 1, 2024 through June 30, 2025, in the amount of \$14,000.00, to be paid out of the Unrestricted General Fund.

**C.54. Approval of Agreement #24-63 - Action Preparedness Training (Torres/Magaña)**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-63 with Action Preparedness Training, to provide CPR/AED training and First Aid training to Oxnard School District staff, July 1, 2024 through June 30, 2025, in the amount of \$9,000.00, to be paid out of Safety Credits.

**C.55. Approval of Agreement #24-64, Salus Campus Safety 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 #24-64 with Salus Campus Safety Solutions, to provide professional development and consulting services on school site safety and disaster preparedness for the Oxnard School District's After School Program administrators and staff, July 1, 2024 through June 30, 2025, in the amount of \$50,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.56. Approval of Agreement #24-67, Renaissance Learning, Inc. (Fox/Thomas)**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-67 with Renaissance Learning, Inc., to supply software licenses for several educational programs used throughout OSD schools including the Star assessment system, Accelerated Reader program, myON digital book program, and Illuminate Data Management System, July 1, 2024 – June 30, 2027, in the amount of \$2,661,430.92, to be paid out of Supplemental

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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**

Concentration Funds.

**C.57. Approval of Agreement #24-68 – Dial Security (Mitchell/Miller)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #24-68 with Dial Security in the amount of \$204,372.43, to provide Alarm Monitoring and Maintenance Services, July 1, 2024 through June 30, 2025, in the amount of \$204,372.43, to be paid out of the General Fund.

**C.58. Approval of Agreement #24-69 –All Languages Interpreting & Translating Inc. (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #24-69 with All Languages Interpreting & Translating Inc., to provide simultaneous interpretation services (English/Spanish) at Board Meetings, July 1, 2024 through June 30, 2025, in the amount not to exceed \$16,800.00, to be paid out of the General Fund.

**C.59. Approval of Agreement #24-70 – CFW Advisory Services, LLC (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #24-70 with CFW Advisory Services, LLC., to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions, July 1, 2024 through June 30, 2029. Fees for financial consulting and advisory services are contingent on the sale of bonds, certificates, notes, and other securities and payable from the proceeds generated from such transactions, or the District’s construction fund, and do not impact the District’s General Fund.

**C.60. Approval of Agreement #24-71 – Maxim Healthcare Services Inc. (Fox/Shea)**

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-71 with Maxim Healthcare Services Inc., to provide supplemental staffing to the Expanded Learning Opportunities Program on an “as needed” basis that includes substitute staff support, nursing and para-educator services, July 1, 2024 through June 30, 2025, in the amount of \$653,250.00 to be paid out of Expanded Learning Opportunities Program Funds.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.61. Ratification of Amendment #1 to Agreement #23-106 – Read.Write.Think., LLC (Fox/Cordes)**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #23-106 with Read.Write.Think., LLC., to provide two additional days of on-site professional study in literacy consulting at Lemonwood School, in the amount of \$4,400.00, to be paid out of Title I funds.

**C.62. Ratification Amendment #1 to Agreement #23-130 - Action Preparedness Training (Torres/Magaña)**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Amendment #1 to Agreement #23-130 with Action Preparedness Training, to provide an additional day of First Aid training for Oxnard School District employees on June 26, 2024, in the amount of \$2,672.00, to be paid out of Safety Credits.

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- C.63. Ratification of Agreement #23-170 – Behavior Insights Inc. (DeGenna/Jefferson)**  
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-170 with Behavior Insights Inc., for providing Independent Educational Evaluator services to Oxnard School District, Special Education Department, consisting of Classroom and Specific Student Consultations, School District Trainings and Expert Witness Fees and Assessments, November 1, 2023 through December 31, 2023, in the amount not to exceed \$2,500.00, to be paid out of Special Education Funds.
- C.64. Ratification of Amendment #1 to Agreement #23-207 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**  
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-207 with Auditory Processing Center of Pasadena, for performing additional Assessments on CAPDOTS and IEP Reporting for the Oxnard School District Special Education Department on April 25, 2024 and May 25, 2024, in the amount not to exceed \$5,950.00, to be paid out of Special Education Funds.
- C.65. Ratification of Agreement #23-234 – Clinicas Del Camino Real Inc. (Fox/Nocero)**  
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-234 with Clinicas Del Camino Real Inc., to provide dental preventative services to students in grades TK-8th in the Oxnard School District, January 18, 2024 – June 30, 2025, at no cost to the district.
- C.66. Ratification of Amendment #1 to Agreement #23-243 – Disciplina Positiva, Inc. (Fox/Blevins)**  
It is the recommendation of the Principal, Kamala School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #23-243 with Disciplina Positiva, Inc., for providing an additional 6-week consecutive session of parent workshops held April 25, 2024 through May 30, 2024 at Kamala School, in the amount not to exceed \$7,000.00, to be paid out of Title 3 Funds.
- C.67. Ratification of Agreement #23-308 - 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 #23-308 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's) for students JM111710, MA102113, and SR112811 during the 2023-24 school year, including Extended School Year, in the amount of \$71,200.00, to be paid out of Special Education Funds.
- C.68. Ratification of Allocations of Contractor Contingency #15 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose 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 the Allocation #15 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction Project, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund

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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**

balance of \$797,667.00. There have been allocations totaling \$611,999.99, leaving a fund balance of \$185,667.01.

**Section D: ACTION ITEMS**

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

**D.1. Approval of Oxnard School District 2024-2025 Local Control Accountability Plan (Fox)**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Oxnard School District 2024-2025 Local Control Accountability Plan (LCAP), as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.2. Adoption of Oxnard School District 2024-25 Budget (Mitchell/Núñez)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees adopt the Oxnard School District Budget for the 2024-25 fiscal year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.3. Approval of Ventura County Plan for Expelled Students, June 2024-2027 (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees approve the Ventura County Plan for Expelled Students Triennial Update June 2024-2027, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.4. Approval of Agreement #23-309: Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) Collective Bargaining Agreement,**

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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**

**including Compensation, for the 2023-24 School Year (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2023-2024 Collective Bargaining Agreement, OSD Agreement #23-309, in the amount of \$2,835,700, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration funds, and various Restricted Resources.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.5. Approval of the Oxnard School District (District) and Oxnard Educators Association OEA Memorandum of Understanding (MOU), Agreement #23-210, Detailing Compensation for Unit Members Electing to Conduct Special Education Intersession/Summer Assessments (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve MOU/Agreement #23-210 Detailing Compensation for Unit Members Electing to Conduct Special Education Intersession/Summer Assessments, in the amount of \$95,000, to be paid from the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.6. Approval of Agreement #23-311: Revisions to the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2023-24 Collective Bargaining Agreement; and Updated Compensation for the 2023-24 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 adopt Agreement #23-311: revisions to the District's and OSSA's 2023-24 Collective Bargaining Agreement, including updated compensation for the 2023-24 school year, in the amount of \$1,230,828.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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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**



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

**D.7. Approval of Revised 2023-24 Compensation for Management and Confidential Employees (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 2023-24 compensation revisions for Management and Confidential employees, in the amount of \$965,255.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration funds, and various Restricted Resources.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.8. Approval of Speech Language Pathologist Permit Waiver for Julissa Gonzalez to Serve as a Speech Therapist at Ramona School for the 2024-2025 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 2024-2025 School Year, as presented

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.9. Approval of New Job Description: Teacher on Special Assignment (TOSA) Accessible Instruction Specialist, Special Education/Multi-Tiered System of Supports (SPED/MTSS) (Torres/Fox)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services that the Board of Trustees approve the job description for Teacher on Special Assignment (TOSA) Accessible Instruction Specialist, Special Education/Multi-Tiered System of Supports (SPED/MTSS), at no additional fiscal impact, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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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**

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

**D.10. Approval of New Job Description: Teacher On Special Assignment (TOSA) - ELA/History Social Science Instructional Specialist (Torres/Fox)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services that the Board of Trustees approve the job description for Teacher On Special Assignment (TOSA) - ELA/History Social Science Instructional Specialist, at no additional fiscal impact, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.11. Approval of Job Description Revision for Director of Purchasing (Torres/Fuentes)**

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees approve the revised job description for Director of Purchasing, at no additional fiscal impact to the district.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.12. Agreement #23-312: Memorandum of Understanding (MOU) with the Oxnard Educators Association (OEA) Regarding Teachers on Special Assignment (TOSA) Work Hours for the 2024-25 School Year (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve Agreement #23-312 with the Oxnard Educators Association (OEA) Regarding Teachers on Special Assignment (TOSA) Work Hours for the 2024-25 School Year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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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**

**D.13. Approval of Employee Compensation/Salary Schedules for the 2024-25 School Year Effective July 1, 2024 (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2024-25 Compensation/Salary Schedules for OSSA, CSEA, Confidential, and Certificated and Classified Management employees, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.14. Approval of Agreement #24-59 – Hip Hop Mindset (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 #24-59 with Hip Hop Mindset, to provide hip hop dance instruction, production, and spirit squad for students, July 1, 2024 through June 30, 2025, in the amount of \$2,750,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

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 \_\_\_\_

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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**

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, June 21, 2024.

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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**

June 26, 2024

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section A: Preliminary

### **Recognition of Retirees (DeGenna)**

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

Sharon Ahumada	Campus Asst.-CSEA	27 Years
Rosaicela Alejandre	Campus Assistant	9 Years
Laura Ambriz	Teacher Grade 1 DLI	27 Years
Martha Amezcua Ochoa	Teacher Grade 1 DLI	30 Years
Ofelia Anguiano	Campus Assistant	25 Years
Maria Ayala	Teacher Kindergarten DLI	26 Years
Stacy Ballas	Teacher Kindergarten	25 Years
Karen K. Beal	Teacher Resource Specialist	7 Years
Margarita Bernard	Teacher Grade 1	27 Years
Bertha Betancourt	Child Nutrition Worker	19 Years
Nancy Booth	Teacher Resource Specialist	19 Years
Susan C. Brogdon	Child Nutrition Worker	8 Years
Teresa Byrne	Teacher Sp Ed M/S	9 Years
Philip Bullard	Teacher Physical Education	8 Years
Rosy R. Camarena	Office Assistant II/El	24 Years
Susan Canales	Teacher Kindergarten	37 Years
Stephen Carrier	Teacher Grade 5	26 Years
Anthony Angel Castilla	Custodian	23 Years
Beatriz Chavez	Preschool Teacher (B)	32 Years
Rosa Maria Chavez	Teacher Grade 1	30 Years
Maria Chay	Teacher Grade 1	26 Years
Paula Corona	Child Nutrition Worker	21 Years
David Crowell	Teacher Social Studies Jr High	27 Years
Irma DeCandia	Teacher Grade 5	35 Years
Yolanda Delgado	Instr Asst RSP (B)	35 Years
Marcela DeSales	Teacher Grade 2 DLI, English	28 Years
Kristin Dodge	Teacher Language Arts Jr High	24 Years
Susan Ekwall	Teacher Band Jr High	21 Years
Maria Espinoza	Teacher Kindergarten	25 Years
Sheryl Fidler	Psychologist	31 Years
Christine Finney	Teacher Grade 5	20 Years
Alisse Fisher	Teacher Kinder DLI, English	24 Years

Rosio Flores	Preschool Teacher (B)	25 Years
Lisa A. Franz	Director of Purchasing	34 Years
Suzanne Fries Hostka	Teacher Grade 4	24 Years
Alvaro Galvan	Teacher Grade 3 DLI	27 Years
Melissa Ganoë	Literacy Intervention Teacher	38 Years
Mariana Garcia	Asst. Principal Jr. High	24 Years
Araceli Garrido Hernandez	Attendance Accounting Tech	25 Years
Michelle Gibbs	Literacy Intervention Teacher	27 Years
Dario Gonzales	Lead Custodian	30 Years
Arcelia Hernandez	Paraeducator II	38 Years
Suzanne Johnson	Literacy Intervention Teacher	36 Years
Sandra Kelble	Teacher Grade 4	30 Years
Teresita Kubilos	Pre-K Teacher	9 Years
Virginia Ladines	Child Nutrition Worker	22 Years
Diana Laubacher	Teacher Kindergarten	37 Years
Sara Lemos	Paraeducator II	27 Years
Julio Leon Aguilar	Custodian	27 Years
Rogelio E. Lopez	Campus Assistant	15 years
Patricia Lopez Torres	Literacy Intervention Teacher	28 Years
Suzanne A. Lugotoff	Director of CNS	7 Years
Mitzi Majeski	Teacher Kinder DLI, English	11 Years
Janet Marks	Teacher Social Studies Jr High	32 Years
Joann E. Martinez	Child Nutrition Worker	24 Years
Traci Martinez	Teacher Grade 3	27 Years
Juan Martinez	Teacher Math Jr. High	20 Years
Theresa McGee	Manager Sp. Ed	5 Years
Edna G. Merlo	Campus Assistant	2 Years
Roxanne Miranda	Teacher Science Jr High	27 Years
Silvia Moncayo	Teacher Grade 3 DLI	27 Years
Adele Montijo	Teacher Grade 2	24 Years
Leslie Nateras	Teacher Kindergarten DLI	31 Years
Lorraine Nava	Paraeducator II	28 Years
Derek Olson	Teacher Grade 4 DLI, English	28 Years
Patricia Oropeza	Teacher Grade 1 DLI	37 Years
Anthony Otani	Teacher Grade 3	25 Years
Lucy Perales	Psychologist	23 Years
Jennie J. Peraza	Administrative Assistant	25 Years
Maria Perez	Campus Asst.-CSEA	22 Years
Louis Piña	Custodian	28 Years
Amy Poore	Teacher Grade 1	36 Years
Shirley Prado	Teacher Resource Specialist	28 Years
Rosario Rabago	School Office Manager/Jr	30 Years

Dora Ramirez	Instructional Assistant	34 Years
Maria Elena Ramirez	Paraeducator II	41 Years
Alfonso D. Rivera	Lead Custodian	26 Years
Jeannie Rosebro	Teacher Grade 1	27 Years
Javier V. Sanchez	Paraeducator II	17 Years
Martha P. Sanchez	Paraeducator II	25 Years
Graciela Sanchez Hernandez	Child Nutrition Worker	5 Years
Antonio Sandoval	Teacher Kindergarten DLI	9 Years
Maria Skinner	Teacher Sp Ed M/S	13 Years
Danita Y. Spence	Tech Services Technician/12	24 Years
Maria Tamsing	Teacher Grade 3	31 Years
Leslie Taylor	Teacher Grade 6	26 Years
Alfred Teran	Lead Custodian	28 Years
Patricia Tolle	Coordinator-190	11 Years
Carlos Torres	Teacher Grade 4 DLI	27 Years
Sylvia Valencia	Teacher Kindergarten DLI	19 Years
Dalia Valenzuela-Arenas	Executive Assistant-Ed Services	28 Years
Karen Vales	Teacher Science Jr High	19 Years
Maritza Valle	Teacher Grade 2	22 Years
Maria De La Luz Vargas De Bravo	Campus Assistant	29 Years
Roxanne Vettese	Teacher Physical Education	30 Years
Beatriz Viveros	Teacher Grade 2 DLI	28 Years

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section A: Preliminary

**Recess (10 minutes)**

---

There will be a brief recess.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section A: Preliminary

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

---

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the 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:** June 26, 2024

**Agenda Section:** Section A: Preliminary

### **Closed Session**

---

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
    - Case #2023-CUOE015904
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
  
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
    - Manager, Special Education
    - Assistant Principals
  - Public Employee Evaluation
    - Superintendent

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section A: Preliminary

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

---

Reconvene to Open Session (7:00 PM)

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section A: Preliminary

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

---

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section A: Presentation

### **Presentation of the June 2024 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/Miller/CFW)**

---

The June 2024 Report provides the 23rd semi-annual update to the Enhanced Master Construct Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016 with the Enhanced Master Construct Program adopted by the Board in June 2022. It reflects the status of the Program since the last December 2023 six-month update (adopted by the Board in January 2024) and the time of this document’s publishing in June 2024. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

#### **FISCAL IMPACT:**

The Enhanced Master Construct Program includes the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board. The update includes the integration of the Enhanced Master Construct Program adopted by the Board in June 2022. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program balance of \$858,834. Approximately \$287.6 million is estimated in costs across all selected school sites for remaining facilities improvements and for remaining land acquisition COP payments. An additional Program Reserve of \$52.5 million is recommended. The total integrated budget includes \$340.1 million in remaining estimated project improvements to be funded over the proposed remaining phases.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board receive the June 2024 Semi-Annual Implementation Program Update. This Report will subsequently be placed on the first August Board meeting agenda for adoption.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Presentation for Semi-Annual Report June 2024 \(9 pages\)](#)

[June 2024 Semi-Annual Implementation Program Update Report \(60 pages\)](#)



# OXNARD SCHOOL DISTRICT

Ventura County

## **Enhanced Master Construct Program – 23<sup>rd</sup> Semi-Annual Update**

*Board of Trustees Presentation  
June 26, 2024*

---

2163 HARBOR BAY PARKWAY  
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(510) 596-8170

521 NORTH 1<sup>st</sup> AVENUE  
ARCADIA, CA 91006  
(626) 829-8300

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

**CFW**  
— INC.

# Overview

---

- The twenty-third semi-annual update to the Enhanced Master Construct Program (Program) is presented this evening for Board consideration
- The Enhanced Master Construct Program has identified projects to be undertaken over the remaining three phases for the plan of improvement:
  - ✓ The reconstruction of Fremont and Dr. Lopez Academies
  - ✓ Ritchen, Ramona, McAuliffe, and Brekke K-5 Schools need equivalent 21st Century classroom improvements and reconstruction of select support facilities
  - ✓ Driffill, Chavez, Kamala and Curren K-8 Schools need similar 21st Century improvements to classrooms, and upgrade or reconstruction of support facilities
  - ✓ The K-5 component of Marshall School is also in need of 21st Century upgrades
  - ✓ Frank needs 21st Century upgrades
  - ✓ Additional TK/K/SDC and ECDC facilities are required to house district students and meet state standards
- An integrated master budget sources and uses is presented for consideration

# Educational Program

---

- The District is in the implementation phase of the strategic plan, Oxnard EMPOWERS (Excellence through Multilingualism, Possibility, Opportunity, Equity, Respect and Scholarship) with the goal to align all District educational programs, initiatives, and decisions to improve student engagement and achievement
- The District is in the process of developing the Visual and Performing Arts (VAPA) programs at each school site. Some schools have piano labs and offer piano keyboarding while other schools may select digital arts, drama, band, orchestra, or fine arts
- Each of these VAPA programs require facility space and equipment which may require repurposing existing spaces or building new VAPA classrooms
- The District offers a variety of SDC classes for students who have the mild-to-moderate (M/M) profile and the moderate-to-severe profile (M/S). The District continues to review the SDC program districtwide and make necessary facilities improvements as needed
- The District continues to expand the opportunities for younger learners to succeed in school by continuing to expand transitional kindergarten (TK) offerings and will require additional Title 5 compliant classrooms
- Title 5 compliant classrooms have been designed to allow the flexibility to be used for preschool, TK, K, and TK/K students in the SDC (M/S) programs. This provides flexibility and assists with fluctuations in enrollment. The District continues to seek State funding to assist in this effort



# State Aid

---

- To date, the District has garnered approximately \$35 million in new construction and modernization grant funds for completed projects
- Approximately \$6.8 million in additional modernization applications have been submitted to the State for improvements to McAuliffe and Ritchen Elementary Schools assuming a 60/40 matching share requirement
- The District was awarded \$7 million in State grants requiring a \$3 million local match for the ECDC facilities at Drifill Elementary School
- In addition, the District was awarded \$7.6 million in State grants requiring a \$3.3 million local match for ECDC facilities at Marina West Elementary School
- In total, the District is scheduled to received \$56.4 million in State aid, recognizing that the District has fully utilized its eligibility for new construction funding until such time as enrollment once again begins to grow
- Approximately \$61.2 million in current and future modernization eligibility is estimated to be available through 2032
- State aid eligibility and submitted applications is based on existing rules which are periodically adjusted by the Office of Public School Construction, State Allocation Board, or the legislature when a new bond is considered
- The assumptions are based on rules that are currently in effect and any change in rules or eligibility factors (e.g., enrollment) may impact the receipt of funds

# Master Budget Sources and Uses

---

- The Enhanced Master Construct Program includes the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board
- Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program balance of \$858,834
- Approximately \$287.6 million is estimated in costs across all selected school sites for remaining facilities improvements and for remaining land acquisition Certificate of Participation (COP) payments
- An additional Program Reserve of \$52.5 million is recommended to accommodate unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements
- The total integrated budget includes \$340.1 million in remaining estimated project improvements to be funded over the proposed remaining phases
- The increase in the overall sources of funds can be attributed to additional estimated modernization State grants as well as anticipated School Impact Fees from the Teal Club Development
- The following slides provide a summary of the proposed integrated master budget sources and uses

# Proposed Master Budget - Sources

Estimated Sources	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
<b>Previous Phases</b>						
Capital Funds	\$265,321,079	\$858,834	\$0	\$0	\$858,834	\$266,179,913
<b>Subtotal</b>	<b>\$265,321,079</b>	<b>\$858,834</b>	<b>\$0</b>	<b>\$0</b>	<b>\$858,834</b>	<b>\$266,179,913</b>
<b>Measure "D" - 2016 GO Bond</b>						
Series D (2025)	\$0	\$12,100,000	\$0	\$0	\$12,100,000	\$12,100,000
Series E (2029)	\$0	\$0	\$24,400,000	\$0	\$24,400,000	\$24,400,000
<b>Subtotal</b>	<b>\$0</b>	<b>\$12,100,000</b>	<b>\$24,400,000</b>	<b>\$0</b>	<b>\$36,500,000</b>	<b>\$36,500,000</b>
<b>Measure "I" - 2022 GO Bond</b>						
Series A (2023)	\$0	\$75,806,148	\$0	\$0	\$75,806,148	\$75,806,148
Series B (2027)	\$0	\$0	\$74,200,000	\$0	\$74,200,000	\$74,200,000
Series C (2031)	\$0	\$0	\$0	\$64,200,000	\$64,200,000	\$64,200,000
<b>Subtotal</b>	<b>\$0</b>	<b>\$75,806,148</b>	<b>\$74,200,000</b>	<b>\$64,200,000</b>	<b>\$214,206,148</b>	<b>\$214,206,148</b>
<b>Additional State Aid</b>						
Est. Modernization (Fin. Hardship)	\$0	\$0	\$0	\$0	\$0	\$0
Est. Modernization (60%/40%)	\$0	\$6,770,638	\$13,264,918	\$31,646,115	\$51,681,670	\$51,681,670
Driffill PS/TK/K Grant	\$0	\$6,915,318	\$0	\$0	\$6,915,318	\$6,915,318
Marina West PS/TK/K Grant	\$0	\$7,652,418	\$0	\$0	\$7,652,418	\$7,652,418
<b>Subtotal</b>	<b>\$0</b>	<b>\$21,338,374</b>	<b>\$13,264,918</b>	<b>\$31,646,115</b>	<b>\$66,249,406</b>	<b>\$66,249,406</b>
<b>Additional Developer Fees</b>						
6/30/24 Balance (as of 3/31/24)	\$0	\$7,991,291	\$0	\$0	\$7,991,291	\$7,991,291
Est. Developer Fee Collections	\$0	\$9,452,568	\$4,847,137	\$0	\$14,299,705	\$14,299,705
<b>Subtotal</b>	<b>\$0</b>	<b>\$17,443,859</b>	<b>\$4,847,137</b>	<b>\$0</b>	<b>\$22,290,996</b>	<b>\$22,290,996</b>
<b>Total Sources</b>	<b>\$265,321,079</b>	<b>\$127,547,214</b>	<b>\$116,712,054</b>	<b>\$95,846,115</b>	<b>\$340,105,383</b>	<b>\$605,426,462</b>

# Proposed Master Budget - Uses

- A Rose Ave reconstruction budget adjustment will be required in December to reflect City requested improvements and the additional time required to complete the work
- A revised budget for the Fremont project will be presented to the Board prior to the submission of construction documents to the DSA
- Budgets for McAuliffe and Ritchen modernizations have been adjusted to reflect the increased scope in design and construction
- The upfront design of Dr. Lopez reconstruction project will begin

Estimated Uses	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Acquire New K-5 Elementary Site	\$7,767,119				\$0	\$7,767,119
Acquire New K-5/Middle School Site	\$9,756,633				\$0	\$9,756,633
Doris/Patterson K-5	\$492,786				\$0	\$492,786
Doris/Patterson 6-8	\$278,057				\$0	\$278,057
Seabridge K-5	\$3,019,331				\$0	\$3,019,331
Harrington K-5	\$23,776,013				\$0	\$23,776,013
Elm K-5	\$32,878,847				\$0	\$32,878,847
Lemonwood K-8	\$41,990,714	\$2,000,000			\$2,000,000	\$43,990,714
McKinna K-5	\$36,191,904				\$0	\$36,191,904
Rose Avenue K-5	\$51,071,913				\$0	\$51,071,913
Planning for K-8 MPRs	\$166,253				\$0	\$166,253
Harrington Kindergarten Annex	\$3,215,039				\$0	\$3,215,039
Lemonwood Kindergarten Annex	\$3,571,599				\$0	\$3,571,599
Technology	\$12,234,498				\$0	\$12,234,498
McAuliffe K-5	\$3,244,674	\$8,883,623			\$8,883,623	\$12,128,297
Ritchen K-5	\$3,595,981	\$10,019,137			\$10,019,137	\$13,615,118
Brekke K-5	\$2,184,562			\$8,000,033	\$8,000,033	\$10,184,594
Ramona K-5	\$2,192,490			\$7,354,070	\$7,354,070	\$9,546,560
Driffill K-8	\$429,872		\$13,005,183		\$13,005,183	\$13,435,055
Chavez K-8	\$649,121			\$14,696,311	\$14,696,311	\$15,345,432
Kamala K-8	\$619,816			\$19,708,843	\$19,708,843	\$20,328,658
Curren K-8	\$598,603		\$26,442,963		\$26,442,963	\$27,041,566
Marshall K-8	\$13,019,406	\$2,000,000		\$5,376,218	\$7,376,218	\$20,395,624
Soria K-8				\$3,904,945	\$3,904,945	\$3,904,945
Fremont 6-8	\$1,901,281	\$65,758,461			\$65,758,461	\$67,659,742
Frank 6-8				\$15,290,123	\$15,290,123	\$15,290,123
Dr. Lopez 6-8	\$1,079,278	\$4,129,385	\$50,929,082		\$55,058,467	\$56,137,745
ECDC at Driffill		\$9,879,025			\$9,879,025	\$9,879,025
ECDC at Rose Avenue		\$4,929,979			\$4,929,979	\$4,929,979
ECDC at Marina West		\$10,932,026			\$10,932,026	\$10,932,026
Brekke ES COP Lease Payments	\$3,831,453				\$0	\$3,831,453
Land Acquisition COP Lease Payments	\$480,000	\$2,062,500	\$2,321,000		\$4,383,500	\$4,863,500
Additional Program Expenditures	\$4,519,836				\$0	\$4,519,836
Portables Lease Payments	\$564,000				\$0	\$564,000
<b>Total</b>	<b>\$265,321,079</b>	<b>\$120,594,136</b>	<b>\$92,698,228</b>	<b>\$74,330,543</b>	<b>\$287,622,907</b>	<b>\$552,943,986</b>
<b>Program Reserve</b>	<b>\$0</b>	<b>\$6,953,078</b>	<b>\$24,013,827</b>	<b>\$21,515,571</b>	<b>\$52,482,476</b>	<b>\$52,482,476</b>
<b>Total Uses</b>	<b>\$265,321,079</b>	<b>\$127,547,214</b>	<b>\$116,712,054</b>	<b>\$95,846,115</b>	<b>\$340,105,383</b>	<b>\$605,426,462</b>

# Activities for the Next Six Months

---

- The District conducted a Special Board Meeting in April 2024 to provide the Board with an overview of the Enhanced Master Construct Program, a status of projects underway, and proposed improvements to occur at the District's remaining school sites
- Major activities over the next six-month period include:
  - ✓ Complete construction of the new Rose Avenue Elementary School and begin field improvements
  - ✓ Complete design of the new Fremont Middle School campus and submit applications for DSA and CDE approval
  - ✓ Commence design efforts related to the reconstruction of Dr. Lopez Academy
  - ✓ Commence modernization efforts at Ritchen and McAuliffe Schools
  - ✓ Achieve DSA and CDE approval for the ECDC projects at Marina West and Rose Avenue Schools and commence construction activities
  - ✓ Complete construction of the ECDC at Driffill School
  - ✓ Submit construction documents for the changing rooms at Lemonwood and Marshall Schools to DSA for review and approval

# Recommendations

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- Traditionally, adoption of the semi-annual update is a two-step process
- Tonight the semi-annual update report has been forwarded to the District for the Board's review
- Based upon the Board's review, recommendations to adopt the semi-annual update will be considered at the next available August 2024 regular Board meeting



June 2024

## ADMINISTRATIVE DRAFT



Semi-Annual Report to the Board of Trustees

OXNARD  
SCHOOL  
DISTRICT

# ENHANCED MASTER CONSTRUCT PROGRAM





**Caldwell Flores Winters, Inc.**

1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035

2163 Harbor Bay Parkway  
Alameda, CA 94502

521 N. 1st Avenue  
Arcadia, CA 91006

For:

**Oxnard School District**

1051 South A Street  
Oxnard, CA 93030

**Board of Trustees**

Veronica Robles-Solis, President  
Monica Madrigal Lopez, Clerk  
Brian R. Melanephy, Trustee  
MaryAnn Rodriguez, Trustee  
Rose Gonzales, Trustee

**District Administrators**

Dr. Ana DeGenna, Superintendent  
Valerie Mitchell, Assistant Superintendent, Business and Fiscal Services  
Dr. Aracely Fox, Assistant Superintendent, Educational Services  
Dr. Natalia Torres, Assistant Superintendent, Human Resources  
Dana Miller, Director of Facilities



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# PROGRAM SUMMARY

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the 23<sup>rd</sup> semi-annual update to the Master Construct and Implementation Program. The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Oxnard School District Board of Trustees (“Board”) in 2016 with the Enhanced Master Construct Program (“Program”) adopted by the Board in June 2022. It reflects the status of the Program since the last December 2023 six-month update adopted by the Board in January 2024. The report provides program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period. Moving forward, updates to this report will be referred collectively as the Enhanced Master Construct Program.

The District is in the implementation phase of the strategic plan, Oxnard EMPOWERS (Excellence through Multilingualism, Possibility, Opportunity, Equity, Respect and Scholarship). The goal of the strategic plan is to align all District educational programs, initiatives, and decisions to improve student engagement and achievement. The strategic plan builds upon the Student Profile that was adopted by the Board in 2021 and the Standards of Excellence that were defined in 2022. The District held a number of workshops throughout the school year to build on the strategic plan. The District is also designing and implementing programs related to the passage of Proposition 28 in November 2022 which provides direct funding to school district to support fine arts programs throughout the District. It is anticipated that the funds will be utilized to support program with teachers and equipment; however, additional facility space will likely be needed for the full implementation of the program at school sites.

Over the last few years, the District has seen a substantial increase in the number of students identified as needing intervention and special education services. The District offers a variety of SDC classes for students who have the mild-to-moderate (M/M) profile and the moderate-to-severe profile (M/S). Additional classrooms or office space are also needed to house the support programs for SDC M/S children, e.g. speech, psychology, counselors, RSP, and occupational therapy (OT). These program needs have been incorporated into educational specifications for the reconstruction of Fremont which will also serve as the basis for the design of Dr. Lopez Academy. The District is also committed to the Community Schools concept and the requirement of a Wellness Room is also being incorporated where possible.

The 21st Century specifications adopted by the Board and the classrooms and support facilities designed and built support the instructional shifts that are required to implement these programs. Since 2014, the

District has been an early leader in the expansion of Title 5 compliant transitional kindergarten (TK), kindergarten (K) and “kinder flex” facilities, including Early Childhood Development Centers (ECDC). Local specifications have also promoted the design of specialty spaces in support of CCSS and NGSS facility requirements (e.g. science and performing arts labs, piano labs, et.). The District has also been supportive of creating community spaces wherever possible at its school sites. The projects approved by the Board under the Enhanced Master Construct Program have been successful in securing local and state funding for additional classrooms and facilities in support of the implementation of the above educational initiatives.

The Program has led to the design of eight new 21<sup>st</sup> Century schools, the construction of 6 such schools to date with the completion of the seventh school expected December 2024. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC) with two additional in design, the acquisition of 2 school sites, and the design and approval of two elementary schools for modernization. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21<sup>st</sup> Century science labs at select schools.

The District conducted a Special Board Meeting in April 2024 to provide the Board with an overview of the Enhanced Master Construct Program. The presentation provided a status of projects underway as well as proposed improvements to occur at the District’s remaining school sites over the duration of the Program. The Enhanced Master Construct Program has identified projects to be undertaken over the remaining three phases for the plan of improvement. Ritchen, Ramona, McAuliffe, and Brekke K-5 schools have been identified as in need of equivalent 21<sup>st</sup> Century classroom improvements and reconstruction of select support facilities. Drifill, Chavez, Kamala and Curren K-8 schools need similar 21<sup>st</sup> Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21<sup>st</sup> Century upgrades. At the middle school level, Frank needs 21<sup>st</sup> Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Additional TK/K/SDC and ECDC facilities are required to house district students and meet state standards.

Over the next six months, construction of the new Rose Avenue Elementary School will be completed and field improvements will begin, design of the new Fremont campus is scheduled to be completed, DSA and CDE approval will be achieved for the ECDC projects at Marina West and Rose Avenue with construction activities to follow, the ECDC at Drifill will be completed, and modernization efforts will commence at Ritchen and McAuliffe. It is also expected that construction documents for the changing rooms at Lemonwood and Marshall will be submitted to the DSA for review and approval. Design efforts related to the reconstruction of Dr. Lopez Academy will also begin during this period.

Proposed funding for the Program continues to include the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as approved by the Board. Based on the adopted Enhanced Master Construct Plan approved by the Board, approximately \$287.6 million is estimated in project costs across all selected school sites for remaining facilities improvements. In addition, a Program Reserve of \$52.5 million is recommended to accommodate

unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements.

It is recommended that the Board:

- Accept and adopt this semi-annual update to Enhanced Master Construct Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board

# EDUCATIONAL PROGRAM

The District is in the implementation phase of the strategic plan, Oxnard EMPOWERS (Excellence through Multilingualism, Possibility, Opportunity, Equity, Respect and Scholarship). The goal of the strategic plan is to align all District educational programs, initiatives, and decisions to improve student engagement and achievement. The strategic plan builds upon the Student Profile that was adopted by the Board in 2021 and the Standards of Excellence that were defined in 2022. This alignment is driven by the values and principles the District has identified as:

1. Equity and excellence
2. Safe and affirming environments
3. Achievement/performance, multilingualism and global/sociocultural competence
4. Relationships built on integrity, trust, mutual respect, and caring
5. Professional accountability and service

The vision for the District is: Changing the World! Inspired, Accomplished, Multilingual Global Citizens – In School and Beyond. The mission of the District is:

- Ignite students’ passions for learning and empower them to achieve brilliance.
- Transform our classroom and school expectations, relationships, and practices to more fully align with our values.
- Nurture caring communities that develop students’ full identities linguistic/cultural/academic excellence, social-emotional health, and life potential.
- Embrace high-leverage services and approaches that translate our values into action.

Student success is defined by the Student Profile which is a list of attributes of a successful person. Each student is expected to be an innovator, problem solver, achiever, global thinker, collaborator, digital learner, and focused on the future as a result of their tenure in the District. The goal is for students to leave the District with these attributes to be successful in high school and beyond. All staff, both classified and certificated, are expected to organize learning activities in ways that result in students achieving competency in these domains.

The Enhanced Master Construct Plan is one of the District initiatives that must be aligned to Oxnard EMPOWERS. The learning environment and school culture is one of the five goals of the plan, and it is aligned with the value and principle #2: 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. There are two actions for Goal #2:

2.5.1 Continue to evaluate and improve implementation of the Master Construct Plan, aligning it to Oxnard EMPOWERS.

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 staff, students, and families, and communicate clear behavioral expectations for students and staff.

As the District continues the implementation of Oxnard EMPOWERS through the identification of the totems (evidence that teachers and students are living one of the identified principles), taboos (behavior that the District wishes to extinguish), and repetitive interactions (behaviors that should happen regularly or be repeated) for both the student and teacher for each of the eight essential pedagogical principles identified, the alignment with the Enhanced Master Construct Program must be reviewed. The classrooms and other learning spaces must be designed and organized to support the pedagogy needed to help students achieve the attributes identified in the student profile. They must be given opportunities to collaborate, to innovate, to problem solve, to be a digital learner and the classroom must provide the needed support. Creating learning environments of enrichment and not remediation with the goal of empowering students will provide opportunities for high academic achievement. Creating learning environments that promote flexibility and mobility thus allowing the students the ability to collaborate and problem solve together, using technology as a tool for enhanced research is in alignment with Oxnard EMPOWERS.

## 2.1 VISUAL AND PERFORMING ARTS (VAPA)

Proposition 28 was passed in November 2022 and provides direct funding to support the Visual and Performing Arts (VAPA) programs. The District is in the process of developing the VAPA program at each school site. Each school determined what type of VAPA program it would like to offer students and submitted that plan to the District in March 2024. These plans are being reviewed and once approved, the school sites will begin implementation. Some of the schools have piano labs so they will offer piano keyboarding as the VAPA program. Other schools may select digital arts, drama, band, orchestra, or fine arts. Each of these programs will require facility space and equipment for the full implementation of the program at the school sites which may require repurposing existing spaces or building new VAPA classrooms. This will become a focus over the next six months.

## 2.2 SPECIAL EDUCATION

Over the last few years, the District has seen a substantial increase in the number of students identified as needing intervention and special education services. Currently, 20% of the students are identified as needing special education services. Other additional services may be needed on a school campus such as occupational therapy (OT), additional psychologists, counselors, therapy room, or resource specialist (RSP) teachers to support the students in the Special Day Classes (SDC). These programs all require space,

equipment, and curriculum. In addition, new programs have been implemented in the District in the aftermath of COVID, such as Wellness Rooms. These classrooms support the entire school population and provide a safe space for students to interact with other students or counselors.

The District offers a variety of SDC classes for students who have the mild-to-moderate (M/M) profile and the moderate-to-severe profile (M/S). There is a total of 62 SDC classrooms in the District, 36 for SDC M/M program and 26 for the SDC M/S program. Of the 36 classrooms in the SDC M/M program, 13 classrooms need to be Title 5 compliant to house TK/K students. Of the 26 SDC M/S classrooms, 16 need to be Title 5 compliant to house the TK/K students. Students in both programs receive services within a classroom environment for most of the school day. The classroom environments for these two programs vary depending on the handicapping conditions. For students in the SDC M/M program, the environment is a classroom that is like their general education peers but with a reduced student capacity assigned to the room. Children in the SDC M/S program may require a classroom with special features depending on the handicapping condition. Some of the programs require a general-purpose classroom with fewer students assigned to the room. Other SDC M/S classrooms require a restroom accessible from the classroom with a shower or changing table. Other SDC M/S classrooms require a general-purpose classroom that has an amplification system if serving the Deaf and Hard of Hearing students.

Additional classrooms or office space are also needed to house the support programs for SDC M/S children, e.g. speech, psychology, counselors, RSP, and occupational therapy (OT). The District is committed to the Community Schools concept so requires a Wellness Room at each site. The spaces needed for these programs vary. The psychologist and counselors typically need an office space with an area for a small table to work with two to four students at a time. The speech program generally needs a bigger room to be able to work with up to six students at a time. The RSP program requires a space of about half a classroom, 480 square feet, to work with small groups of students. The occupational therapy (OT) room is also referred to as a Motor Room and is used to help students with basic motor skills and everyday functionality skills. The room is an open area of at least 480 square feet with the necessary furniture and equipment to provide the mobility skills training necessary for the students who require these skills. The equipment includes such items as chairs, balance beams, scooter boards, floor mats, and small pieces of equipment such as exercise balls, sensory equipment, and kitchen aides.

In addition to speech, psychologist and RSP rooms, six of the schools need additional support spaces for the SDC programs. Currently, Brekke, McAuliffe, Ritchen, Curren and Driffill need an OT room to support the students in the SDC M/S program. The Deaf and Hard of Hearing (DHH) program is offered at Marshall in three classrooms. These classrooms have the necessary auditory improvements to support the students in the DHH program. In addition to these classrooms, at Frank and Lopez, due to the nature of the handicapping conditions, students need access to a restroom from the classroom. At Curren and Driffill, changing tables in the restrooms are necessary.

Another support space needed for students who are in the therapeutic learning class (TLC) and have severe emotional disturbances is a therapy room. This room is also referred to as the De-escalation Room or Calming Room. At times these students need a place to de-escalate their behavior or need a place to



calm down. This room is typically a full-size room with a large open space but may also be a smaller room. The room has soft lighting and soft colors on the walls. The furniture is composed of soft seating such as bean bag chairs and has only one entry point. The door hardware should not be a push bar. The TLC program is located at McAuliffe and Fremont, each school requiring a de-escalation room. Currently, these programs are housed in portable classrooms at McAuliffe and will be in permanent facilities at Fremont upon completion of the new school.

A Wellness Room is designed to meet the emotional needs of students. This room is not a special education room and is a place where students can go when they are feeling overwhelmed or in need of a quiet space or a place to connect with others. There is often one or two counselors or other adult in the room that is available to talk with the students if needed or desired. The room feels quiet and calming when you enter with soft lighting and comfortable soft seating arranged in conversation areas. There are three main areas that are often defined by a throw rug, an area to relax and converse with others, a homework area, and an area to meet with a counselor. There are generally two or three conversation areas in the room. There are two or three tables with chairs that seat six people located throughout the room. These tables and seating are of varying heights. Students can work with other students at these tables or receive help with schoolwork if needed. There are two mobile bookcases that hold materials and supplies. There is generally one desk and chair at which an adult can work. The room is often a former classroom.

### 2.3 PS/TK/K CLASSROOMS AND SDC M/S FLEX CLASSROOMS

The State has set the standard for PS/TK/K classrooms under the Title 5 regulations. The classroom must be 1,350 square feet with a restroom accessible from the classroom and have a work/storage area for TK/K students. Additionally, the PS classrooms will need to meet the licensing requirements to Title 22 standards of the California Code of Regulations and obtain licensing prior to operating the programs. The State's licensing requirements require that the classroom provide a minimum of 1,350 square feet, have 75 square feet per child of outdoor activity area, a shaded rest area, and a four-foot fence enclosing the outdoor area. The play area may not be shared with other age groups unless a waiver is obtained from the State. Indoors, a minimum of 35 square feet per child of activity space must be available based on the total licensed capacity with individual storage space for each child, a restroom facility for every 15 children, and a separate restroom facility for teachers, staff, or ill children. A drinking fountain must also be installed inside and outside for child use. These standards are to be integrated within in the proposed specifications of Title 5 classrooms with 21<sup>st</sup> Century Learning Environments for TK/K facilities, expanding the potential use of "flex-classrooms" for students in the SDC M/S program throughout the District to better accommodate fluctuations in program and enrollment requirements over time.

The District currently has 77 Title 5 TK/K Title 5 classrooms that can be used to house the TK/K population. These same classrooms can be used for PS children once they are licensed to Title 22 regulations. These same rooms are appropriate for the SDC M/S programs that require additional space and/or restrooms. The District is building 10 new Title 5 PS/TK/K classrooms at Driffill, four for PS, four for TK and two for K students. These classrooms will be ready for occupancy in October 2024. An additional 10 Title 5 PS/TK/K

at Marina West and six PS classrooms at Rose Avenue are in the design phase with anticipated occupancy in August 2025. Upon completion of these classrooms, the District will have 14 new permanent PS classrooms to replace aging portable PS classrooms, and 12 additional TK/K classrooms for a total of 103 Title 5 compliant PS/TK/K classrooms that also will serve the needs of some of the SDC SH classrooms.

Currently, the District needs 53 Title 5 compliant classrooms to house the K students and another 19 classes are required to house the TK students for a total of 72 classes. Twenty-nine classrooms are needed for the TK/K students in the SDC M/M and SDC M/S programs. For full implementation of the TK program, the District will need approximately 34 additional Title 5 classrooms. It is anticipated that the District will need a total of 115 Title 5 compliant classrooms to house all TK/K and SDC TK/K students in appropriate facilities. In addition, the District's SDC SH programs may also require the reconfiguration of existing classrooms or the construction of additional classrooms. A comprehensive review of the special education classrooms needed, and the location of these classrooms must be undertaken so that specific classrooms are used for the most appropriate programs.

# FACILITIES PROGRAM

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

During this period, the facilities component of the Master Construct Program has led to the design of eight new schools, the construction of six schools to date with the completion of the seventh school expected in 2024. In addition, it has led to the construction of two Early Childhood Development Centers (ECDC) with a third in construction, two additional ECDC's in the design process, the acquisition of two school sites, and the design and approval of McAuliffe and Ritchen elementary schools for modernization. It has also provided for the construction of TK/K and special education "flex-facilities" at four elementary school sites, and 21<sup>st</sup> Century science labs at select schools.

The Enhanced Master Construct Program further identified the need for additional improvements. Brekke, McAuliffe, Ritchen, and Ramona schools are in need of equivalent 21<sup>st</sup> Century classroom improvements and reconstruction of select support facilities. Drifill, Chavez, Kamala and Curren K-8 schools need similar 21<sup>st</sup> Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21<sup>st</sup> Century upgrades. At the middle school level, Frank needs 21<sup>st</sup> Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Fremont is in the design development phase and Lopez will begin architect selection in 2024. Additional TK/K/SDC and ECDC facilities are needed to fully meet the District's enrollment and state standards.

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

### 3.1 COMPLETED PROJECTS

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

### 3.2 PROJECTS UNDERWAY

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

#### 3.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

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

As of the end of May 2024, construction related to the campus buildings and on-site improvements is nearly complete with “punch list” items and corrections underway. The project is still awaiting final approval of the proposed off-site improvements by the City of Oxnard and corresponding permits. The remaining off-site work includes utility connections, crosswalks, and other adjacent improvements to sidewalks and driveways. The District entered into a formal agreement with the City of Oxnard to provide access to utility connections on-site in May 2024 and the City accepted the District’s application for plan review. A revised construction schedule is pending the City’s approval. It is projected that the remaining improvements will be completed during the remainder of the 2024 calendar year and that the facility will be available to move into during the scheduled 2024-25 winter break. The current Board approved “all in” budget for the Rose Avenue project is \$51.1 million. No budget adjustments are recommended at this time; however, it is anticipated that an adjustment will be required in December to reflect the off-site improvements requested by the City as well as the additional time required to complete the work.

### 3.2.2 FREMONT MIDDLE SCHOOL

The existing facilities are old and by previous Board consideration are proposed to be replaced pursuant to the Program. The reconstruction strategy proposes to rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. A conceptual site plan was previously presented to the Board for consideration and is the basis for the latest proposed new Fremont campus.

There is a proposed phased build-out of the school to incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms. Likewise, only four science labs instead of the specified six would be constructed to meet the proposed enrollment. The layout of the school facilities would be such that an additional classroom wing and required science labs could be built without major modifications to the site in the future. Other support spaces would be designed to the District’s adopted specifications for a 6-8 middle school to accommodate a 1200 student enrollment.

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

Changes to the building code, effective July 1, 2023, now require that the project incorporate solar panels, battery power storage, electric vehicle charging stations, and additional site shading. These additional items have been incorporated into the current design of the project; however, the costs associated with these addition items are not included in the Board approved “all-in” budget. The District has also requested additional space to accommodate the increased demand for special education and support services. It is expected that a revised budget for the project will be presented to the Board prior to the submission of construction documents to the DSA.

### 3.2.3 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District’s vision and specification for classrooms and student support facilities. The library improvements also provide for

the inclusion of two breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. The project scope above has received DSA and CDE approval.

Additional improvements including HVAC repair/replacement, site security enhancements, and the reconfiguration of the administrative offices are recommended to be accelerated and incorporated into the improvements outlined above. This requires additional construction drawings and engineering to be performed by the architect of record, Arcadis and an adjustment to the overall Board approved “all in” budget. It is recommended that the Board increase the project budget to \$10.0 million to reflect the increase in scope in design and construction. The District and CFW will solicit proposals for lease leaseback contractors and provide a recommendation to the Board in September or October 2024 in order to proceed with construction during the scheduled 2024-25 winter break. The District has a pending State aid application for matching modernization grants. It is anticipated that the grants will be provided by the end of the year; however, the processing of State aid applications is expected to slow down due to the pending State budget cuts. If construction begins prior to the State’s review of the District’s modernization application, the District will modify its application to seek reimbursement for the project on a 60/40 basis.

#### 3.2.4 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and support school facilities. Upgrading the library into a Media Center is proposed which provides for the inclusion of two breakout rooms. The repurposing of two adjacent supply rooms into administrative and counselor space is also provided. Other interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical systems, and furnishings, as well as data and other technology upgrades consistent with those available at similarly reconstructed schools, where possible. The project has received approvals from both DSA and the CDE.

Additional improvements including HVAC repair/replacement, site security enhancements, and the reconfiguration of the administrative offices are recommended to be accelerated and incorporated into the improvements outlined above. This requires additional construction drawings and engineering to be performed by the architect of record, Arcadis and an adjustment to the overall Board approved “all in” budget. It is recommended that the Board increase the project budget to \$8.9 million to reflect the increase in scope in design and construction. The District and CFW will solicit proposals for lease leaseback contractors and provide a recommendation to the Board in September or October 2024 in order to proceed with construction during the scheduled 2024-25 winter break. The District has a pending State aid application for matching modernization grants. It is anticipated that the grants will be provided by the end of the year; however, the processing of State aid applications is expected to slow down due to the pending State budget cuts. If construction begins prior to the State’s review of the District’s modernization application, the District will modify its application to seek reimbursement for the project on a 60/40 basis.

### 3.2.5 DRIFFILL ECDC

The ECDC project at Driffill includes the construction of 10 Title 5 and Title 22 PS/TK/K classrooms. The District received a matching grant award from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to construct the classrooms. The approved application included four classrooms for PS, four classrooms for TK, and two classrooms for K grades to assist in the creation of an Early Childhood Development Center for the benefit of district wide use. All classrooms are designed to be Title 22 and Title 5 compliant. A new playground would also be constructed in the center of the classrooms.

Construction commenced in November 2023. As of May 2024, site demolition and grading are complete, and the construction of the building foundations is almost complete. The delivery of the modular classroom buildings will occur in two phases with the first delivery scheduled for the last week of June and the second delivery occurring in mid-July. The delivery of the buildings was initially scheduled to occur in May 2024; however, the modular provider encountered logistical challenges which delayed the delivery of the buildings. In addition, the delivery of electrical components and equipment needed for the buildings' power connections are also delayed with an expected delivery date of August 2024. In combination, these delays have postponed the expected occupancy date for the classrooms. It is now expected that the buildings will be ready for District occupancy in October 2024. The District plans to move into the buildings over the 2024-25 winter break to minimize the impact of the move on the educational program at the school. No adjustments to the Board approved "all-in" budget is recommended at this time.

### 3.2.6 MARINA WEST ECDC

The ECDC project at Marina West includes the construction of 10 Title 5 and Title 22 PS/TK/K classrooms. The District received a matching grant award from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to construct the classrooms. The State Allocation Board (SAB) approved the District's grant apportionment on September 27. The total State grant is \$7.65 million and requires a \$3.28 million District match, for a total project budget of \$10.93 million. The District selected Flewelling & Moody to provide architectural design and engineering services for the project. Construction documents were submitted to the DSA in May 2024 and the documents are currently under review. It is anticipated that the DSA will conclude its review by the end of July 2024 and that project approval will be achieved by mid-August. In parallel, a project application will be submitted to the CDE in June 2024.

Construction of the new facilities will occur in two phases to accommodate the third-party preschool program currently occupying some of the buildings to be replaced. The first phase will demolish the existing portable classrooms on Carob Street and construct six new modular classrooms. The second phase will demolish the remaining buildings on the site and construct the remaining four classrooms. Construction is expected to begin in the fall once DSA and CDE approval is achieved and a GMP is negotiated. No adjustments to the Board approved "all-in" budget is recommended at this time.



### 3.2.7 ROSE AVENUE ECDC

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

Construction drawings for the planned modernization of Rooms 501-503 were submitted to the Division of State Architect in March 2024 and the construction documents for the new modular buildings were submitted in May 2024. A corresponding project application for the modernization scope was approved by CDE and the submission of a project application for the new modular buildings will be submitted in June 2024. DSA project approval is expected to occur in August 2024. Once approved, the project will commence construction in early 2025 following the opening of the new Rose Avenue Elementary School. No adjustments to the Board approved “all-in” budget is recommended at this time.

### 3.2.8 DR. LOPEZ ACADEMY OF ARTS AND SCIENCES SCHOOL

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

The design activities related to the reconstruction of Lopez are expected to begin in September 2024. The District and CFW have been working on finalizing a revised educational specification for the reconstruction of Lopez based on the design process underway for Fremont. Similar to the proposed Fremont campus, the design for Lopez will need to incorporate changes in the District’s educational program and provide additional learning environments for special education and support programs.

Requests for proposals will be solicited from qualified professionals and construction firms for the selection of an architect of record and a contractor. A similar “re-use” of plans approach will be considered, and a successful team of architects and proposed plan design will be presented for Board consideration and approval. No adjustments to the Board approved “all-in” budget is recommended at this time.



### 3.2.9 LEMONWOOD & MARSHALL K-8 CHANGING ROOM PROJECT

During the construction of Lemonwood and Marshall K-8 schools, the District modified the physical education program to be implemented at each of the K-8 schools. It was decided that middle school aged students would dress-out for PE class. This change required a modification to each of these school sites resulting in the adaptation of designed spaces to accommodate changing rooms and storage lockers. The District now desires to provide dedicated modular facilities at each site to better serve the students and PE program. It is proposed that new modular buildings be placed at each site to include changing rooms, storage lockers, supervision areas and PE offices. A total project budget of \$4.0 million is proposed with an initial project completion date of August 2025. No adjustments to the Board approved “all-in” budget is recommended at this time.

#### 3.2.10 DORIS PATTERSON SITE

The District was informed by a representative of the Teal Club development that the project is moving forward and that the Teal Club Specific Plan will be considered by the Oxnard Planning Commission and City Council later this year. The developer has requested that the District participate in the coordination and design of the area infrastructure including utilities and roadways. Based on the developer’s current estimated schedule, development in the area may commence as early as 2026. The District has requested that CFW coordinate with the developer as needed.

## 3.3 PROJECTS REMAINING TO BE UNDERTAKEN

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

### 3.3.1 BREKKE K-5 SCHOOL

Existing facilities at Brekke need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21<sup>st</sup> Century upgrades. Twenty-six permanent classrooms (including 3 SDC and 1 intervention room) and the MPR are proposed to receive 21<sup>st</sup> Century upgrades. Similar improvements are proposed to the library with additional interior improvements to accommodate a breakout room and a 480 square foot Maker’s room. One additional classroom will receive limited upgrades, where applicable, including furnishings, to account for previously completed modernization improvements at that room. The repurposing of two existing classrooms for a STEAM Academy and a piano lab is also proposed. Existing administrative spaces are also proposed for 21<sup>st</sup> Century upgrades to furnishings and improvements to the lobby and reception area.

Additional improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, data and other technology upgrades and the removal of portable classrooms. Brekke will have 29 classrooms following the modernization project of which three

classrooms are proposed for kindergarten classrooms and three for TK. The existing permanent classrooms at Brekke will become eligible for State modernization grants during the next six-month period. If feasible, it is recommended that the District begin the procurement process for the design of the modernization process in the upcoming fall in order to begin design in early 2025.

### 3.3.2 RAMONA K-5 SCHOOL

Existing facilities at Ramona need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21<sup>st</sup> Century upgrades. Twenty-four permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21<sup>st</sup> Century upgrades to comply with the District’s vision and specification for 21<sup>st</sup> Century K-5 classrooms as well as improvements to the MPR and library spaces. In addition, the library is to be expanded into the adjacent current computer lab to accommodate a maker’s space and a 480 square foot RSP program space. Limited upgrades to the administration areas are proposed including 21<sup>st</sup> century furnishings and a monitor to promote school meetings, student programs, and activities. The construction of 2 new classrooms is also proposed to provide a STEAM Academy and a piano lab. Proposed interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades.

Additional improvements include roofing upgrades, as needed, replacement of HVAC unit #7, and installation of security cameras, removal of portables. Upon completion the school will consist of 28 classrooms, including three kindergarten classrooms and two TK. The existing permanent classrooms at Ramona will become eligible for State modernization grants during the next six-month period. If feasible, it is recommended that the District begin the procurement process for the design of the modernization process in the upcoming fall in order to begin design in early 2025.

### 3.3.3 DRIFILL K-8 SCHOOL

As one of the newest P2P schools, Drifill needs limited improvements to accommodate K-8 District specifications for 21<sup>st</sup> Century learning environments. Thirty-one permanent classrooms (including 1 Intervention room) are proposed to receive 21<sup>st</sup> Century upgrades to comply with the district’s vision and specification for 21<sup>st</sup> Century classrooms for K-8 schools. The 2 science labs were previously improved in 2014. Proposed improvements include demolishing the current MPR and constructing a new 8,075 square foot MPR/Gymnasium to include a kitchen, serving/presentation space, gymnasium, lockers, storage, toilet and custodial facilities. The library is proposed to absorb the adjacent computer room to increase the total square footage to accommodate 21<sup>st</sup> Century specifications for a Library Media Center. The administrative office is proposed to receive 21<sup>st</sup> Century furnishings and a monitor to promote school meetings, student programs and activities. Additional site improvements include installation of security cameras, and removal of portables. The older original eight-classroom building, and portables are being demolished to accommodate the new MPR and 2 new kindergarten and 3 TK classrooms. An ECDC consisting of 10 Title 5 classrooms to support district wide preschool/TK/K facilities is proposed as a separate project on the site.

### 3.3.4 CHAVEZ K-8 SCHOOL

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

### 3.3.5 KAMALA K-8 SCHOOL

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

### 3.3.6 CURREN K-8 SCHOOL

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

cameras, improved parking/drop off, removal of existing portable student changing rooms, and an allowance for offsite improvements.

### 3.3.7 MARSHALL K-8 SCHOOL

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

### 3.3.8 SORIA K-8 SCHOOL

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

### 3.3.9 FRANK 6-8 SCHOOL

Thirty-five permanent classrooms are proposed to receive 21<sup>st</sup> Century upgrades to comply with the District’s vision and specification for grade 6-8 classrooms. Six science lab classrooms are to be upgraded and receive modernization where needed. A modernized 21<sup>st</sup> Century library/media center is proposed to support 21<sup>st</sup> Century improvements. Both music rooms are to receive 21<sup>st</sup> Century upgrades and modernized improvements to replace flooring, upgrade acoustical wall surfaces and painting, where needed. Limited improvements to the existing MPR/Gym facility are proposed to support 21<sup>st</sup> Century specifications. Based on the existing 44 permanent classrooms, it is recommended that the classrooms support the following academic programs:

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

- Art – 1

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

# PROGRAM FUNDING & EXPENDITURES

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

## 4.1 STATE MATCHING GRANTS

The State of California provides periodic grants from voter approved bond measures or general fund contributions for the modernization or new construction of eligible school facilities as determined by the Office of Public School Construction (OPSC) and as funded by the State Allocation Board (SAB) pursuant to the School Facility Program (SFP). Funding is provided in the form of per pupil grants for facility improvements, including design, construction, testing, inspection, equipping, furnishings, technology, plus site service improvements or site acquisition. To receive funding, a local match is required from eligible district funds, including developer fees and bond proceeds. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement based on a financial hardship review and subject to additional constraints and requirements.

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

In 2022, Governor Newsom provided further support for K-12 education through one-time funding for programs and services through the state’s general fund. This included approximately \$4 billion in one-time General Fund monies for the SFP allocating \$2.2 billion in 2021-22, \$1.2 billion in 2023-24, and \$625 million in 2024-25 to support new construction and modernization projects. It also included approximately

\$1.8 billion in one-time funds for deferred maintenance, HVAC, and energy improvements. In January 2024, due to the current budget deficit, the Governor revised the projected budget for the SFP in FY 2024-25 to \$375 million. The Governor’s May 2024 revised budget eliminated the \$375 million allocation to the SFP which has essentially deemed funding for current and future applications on the State’s “Applications Received Beyond Authority List”. Based on prior allocations, the OPSC is currently operating under a \$1.9 billion allotment to continue to process applications (“Workload List”) that are currently in line for funding.

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

#### 4.1.1 STATE AID MODERNIZATION

The SFP for modernization provides funds on a 60-40 state and local sharing basis for improvements that enhance existing school facilities, including those for HVAC, plumbing, lighting, and electrical systems. Modernization eligibility is established by school site and requires that permanent classrooms be at least 25 years old or since their last modernization and portable classrooms be at least 20 years old since placed in service. Students must be enrolled in eligible facilities based on state classroom loading standards of twenty-five pupils per classroom for elementary grades and twenty-seven pupils per classroom for middle school grades. Further, eligibility requires that the enrollment per site support the estimated number of students housed in eligible classrooms at twenty-five (elementary school grades) or twenty-seven (middle school grades) pupils per classroom. Grant levels are periodically reviewed by the state and program funding is subject to project performance and certification at the completion of construction. The current pupil grant for modernization is \$6,005 for elementary grades and \$6,350 for middle school grades. A higher per pupil grant amount is provided for classrooms that are in buildings 50 years or older equal to \$8,342 for elementary grades and \$8,823 for middle school grades.

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

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

**Table 1: Modernization Grants Received**

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

Table 2 summarizes the District’s estimated current and future eligibility for State modernization grants for remaining eligible permanent and portable classrooms based on 2023-24 school site enrollment and the 2024 per pupil grants. During Phase 3 (2023-2026) scheduling of eligible projects, the District may be eligible for approximately \$40.3 million in remaining State matching modernization grants from existing classrooms. A local match of approximately \$26.9 million would be required by the District to access these grants. Future eligibility of \$14.2 million is estimated to be available through Phase 4 (2027-2030) and \$6.7 million through Phase 5 (2031-2034), requiring a then local match amount of \$9.5 million and \$4.4 million, respectively. In total, approximately \$61.2 million in modernization grant eligibility is anticipated based on maintaining current enrollment at the eligible school sites. Future declines in enrollment will result in a decrease in total grant amounts.

**Table 2: Estimated Modernization Eligibility by Phase**

School	FY2023-24 Enroll	Pupil Grant	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Total Grant (60%)
1 Harrington	506	\$6,005	\$0	\$0	\$0	\$0
2 Elm	470	\$6,005	\$0	\$0	\$0	\$0
3 McKinna	570	\$6,005	\$0	\$0	\$0	\$0
4 Rose Avenue	436	\$6,005	\$0	\$0	\$0	\$0
5 Brekke	589	\$6,005	\$3,713,792	\$0	\$0	\$3,713,792
6 McAuliffe	501	\$6,005	\$3,158,930	\$0	\$0	\$3,158,930
7 Ritche	493	\$6,005	\$3,108,488	\$0	\$0	\$3,108,488
8 Ramona	570	\$6,005	\$3,940,781	\$0	\$0	\$3,940,781
9 Marina West	428	\$6,005	\$0	\$315,263	\$0	\$315,263
10 Sierra Linda	472	\$6,005	\$3,310,256	\$0	\$0	\$3,310,256
11 Lemonwood	854	\$6,005	\$0	\$0	\$0	\$0
12 Marshall	693	\$6,005	\$5,989,988	\$0	\$0	\$5,989,988
13 Driffill	916	\$6,005	\$3,152,625	\$788,156	\$0	\$3,940,781
14 Chavez	778	\$6,005	\$277,431	\$4,905,485	\$0	\$5,182,916
15 Curren	884	\$6,005	\$857,514	\$3,152,625	\$0	\$4,010,139
16 Kamala	882	\$6,005	\$889,040	\$3,783,150	\$0	\$4,672,190
17 Soria	886	\$6,005	\$0	\$0	\$5,586,452	\$5,586,452
18 Frank	1042	\$6,350	\$6,947,535	\$900,113	\$720,090	\$8,567,738
19 Fremont	699	\$6,350	\$0	\$0	\$180,023	\$180,023
20 Dr. Lopez Academy	743	\$6,350	\$4,953,953	\$360,045	\$180,023	\$5,494,020
<b>Total</b>	<b>13,412</b>		<b>\$40,300,334</b>	<b>\$14,204,836</b>	<b>\$6,666,587</b>	<b>\$61,171,756</b>



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

**4.1.2 STATE AID NEW CONSTRUCTION**

The SFP new construction program provides state funds on a 50/50 state and local sharing basis for eligible projects that add permanent classroom capacity for districts to house students for the construction of a new school or the addition of classrooms to an existing facility. Eligibility is subject to annual review and allocated district wide and is not site specific. It is determined by the gap between a district’s projected enrollment and its capacity to house students in permanent classrooms as determined by the state based on the state loading standard of twenty-five students per classroom for elementary grades and twenty-seven students per classroom for middle school grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap in enrollment and capacity. Portable classroom capacity is generally excluded from the analysis as the state does not recognize portable classrooms as being permanently available to house students. The current pupil grant amount for new construction is \$15,770 for elementary grades and \$16,679 for middle school grades, for each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs.

Table 3 provides a summary of funding received from new construction reimbursement grants during the period of the current Master Construct Program’s totaling approximately \$30.9 million. As previously presented to the Board, the District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. All of these funds have been used or pledged in support of the Master Construct Program.

**Table 3: SFP New Construction Grants Received**

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Driffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Driffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
5 Ritche Kinder	50/72538-00-016	0	18	\$638,712	\$134,140	\$772,852
6 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$138,485	\$777,197
7 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$139,292	\$778,004
8 McKinna	50/72538-00-022	0	28	\$770,245	\$1,120,264	\$1,890,509
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$128,109	\$766,821
<b>Total</b>		<b>1,448</b>	<b>135</b>	<b>\$24,859,576</b>	<b>\$6,075,365</b>	<b>\$30,934,941</b>

### 4.1.3 PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN FACILITIES

At various times, the State provides limited funds for competitive applications to fund specific school facilities. The State’s Full Day Kindergarten Facilities Grant Program was initiated in 2019 to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. In FY2021-22 the program was expanded to \$490 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool (PS), transitional kindergarten (TK) and kindergarten (K) instruction. A state/local district match of 75/25 is required for preschool and TK projects or half-day kindergarten programs converting to full day. Districts that already have full-day kindergarten programs require a 50/50 match (state/local district) for new construction and a 60/40 (state/local district) match for retrofit projects.

Projects are required to meet California Department of Education (CDE) and Title 5 requirements including classrooms of 1,350 square feet, a restroom and storage/workroom accessibility from the main classroom area. Preschool projects need to meet additional Title 22 requirements specific to preschool such as one toilet per fifteen pupils and an outdoor activity space with at least 75 square feet per child. Districts are required to certify on the application for funding that prior to occupancy of the classrooms that the district has obtained a Childcare Center License from the California Department of Social Services (CDSS). As part of the license requirements, the CDSS will verify compliance with Title 22. The school district must provide evidence of licensure status at the time of project audit.

Four funding rounds have been completed for the program, all of which were oversubscribed. The Governor’s May 2024 revised budget eliminated a previously anticipated fifth funding round of \$550 million. The State is proposing to include a set aside of \$550 million within a new statewide bond measure to continue funding for the program. Table 4 provides a summary of approved applications the District has received from the program totaling approximately \$14.6 million. These grants provided funding for ten new PS/TK/K classrooms at Driffill and ten new PS/TK/K classrooms at Marina West. A total District match of \$6.2 million is required for a total project amount of \$20.8 million.

**Table 4: Preschool/TK/Kindergarten Grants**

<b>Projects</b>	<b>Total Grant</b>	<b>District Match</b>	<b>Total Project</b>
1 Driffill	\$6,915,318	\$2,963,707	\$9,879,025
2 Marina West	\$7,652,418	\$3,279,608	\$10,932,026
<b>Total</b>	<b>\$14,567,736</b>	<b>\$6,243,315</b>	<b>\$20,811,051</b>

### 4.1.4 SUBMITTED STATE AID APPLICATIONS

Table 5 presents State aid applications that have been filed with the OPSC that are awaiting review and funding by the State, totaling approximately \$6.8 million. It also reflects the current pupil grant amounts in effect for 2024 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development costs.

Applications have been filed for the modernization projects planned at Ritche and McAuliffe elementary schools. Based on 60/40 matching share requirement, it is estimated that the District may receive approximately \$6.8 million in grants for these projects, requiring a \$4.5 million District match.

**Table 5: Submitted State Aid Applications**

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
McAuliffe	Mod.	534	534	0	0	0	0	\$3,206,670	\$320,667	\$3,527,337
Ritche	Mod.	491	491	0	0	0	0	\$2,948,455	\$294,846	\$3,243,301
<b>Total</b>		<b>1,025</b>	<b>1,025</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$6,155,125</b>	<b>\$615,513</b>	<b>\$6,770,638</b>

The above analysis on State aid eligibility and submitted applications is based on existing rules which are periodically adjusted by the OPSC, SAB, or the legislature when a new bond is considered. The assumptions are based on rules that are currently in effect and any change in rules or eligibility factors (e.g., enrollment) may impact the receipt of funds. Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments.

**4.1.5 FINANCIAL HARDSHIP FUNDING**

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than \$5 million

At this time, the District has exceeded its net bonding capacity of 60 percent. Based upon current guidelines and regulations the District qualifies for Financial hardship status. Upon successful passage of a Statewide School Facility Program Bond in November of 2024, the guidelines and/or regulations may change regarding the qualifications the District must meet in order to garner financial hardship status.

Under the current Financial Hardship Program, a district must exhaust all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding

and at “close out”, or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g., modular) must be employed to achieve the desired space requirement for housing students or additional bond funding must be provided thereafter to complete a hardship project. Moreover, the Hardship period begins on the date of application, regardless of the date it is reviewed by OPSC or approved by the SAB. This requires that the District sequence projects proposed for Financial Hardship after all anticipated and available capital funds are encumbered. This assessment must be conducted for every six-month period that a district participates in the Financial Hardship Program.

## 4.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District’s match requirement for eligible State grant projects. The purpose of these fees is to mitigate the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$5.17 (2024) per square foot of residential development and \$0.84 (2024) per square foot of commercial and industrial development for K-12 school districts
- **Level 2** fees constitute up to 50 percent of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the State will pay for the other 50 percent of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State’s 50 percent share as well, but only when the State declares it is out of funds for new construction

A Developer Fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. The District projects a June 30, 2024 developer fee fund balance of approximately \$8 million as of March 31, 2024 available to the Program. For purposes of this report, it is assumed that the District may collect approximately \$1.2 million a year for the period of 2024-25 through 2029-30 for a total of \$ \$7.3 million. In total, approximately \$20.1 million is assumed to be available towards remaining improvements.

In April 2024, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study prepared by Woolpert (formerly Cooperative Strategies) that established the justification for collecting Level 1 fees. Based on the District’s fee sharing agreement with the Oxnard

Union High School District, the District can collect 66% of the maximum Level 1 fees, or \$3.41 per square foot for residential development. The study concluded that the District is justified in collecting \$3.41 per square foot for multi-family residential units and \$2.75 per square foot for single-family residential units. The District may also collect up to \$0.554 per square foot for commercial development as follows:

**Table 6: Maximum School Fee per Square Foot for Commercial Development**

CID Land Use Category	Maximum School Fee
Retail and Service	\$0.524
Office	\$0.554
Research and Development	\$0.554
Industrial/Warehouse/Manufacturing	\$0.554
Hospitals	\$0.554
Hotel/Motel	\$0.265
Self-Storage	\$0.015

*Source: 2024 Residential and Commercial/Industrial Development School Fee Justification Study by Woolpert*

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 5,096 additional residential units could be constructed within the District's boundaries through calendar year 2050. Of these 5,096 future units, 3,058 are expected to be single family detached and 2,038 are expected to be multi-family attached units. By dividing the total amount of anticipated units (5,096) by the buildout period (26 years), it is anticipated that approximately 196 units may be built each year from 2024 through 2050. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the Level 1 fee of \$3.41 per square foot of new residential multi-family development and \$2.75 per square foot of new single-family residential development and the total square footage of approximately 416,000 resulting from the construction of 196 units, the District could receive an estimated \$1.2 million in developer fees annually, however actual revenues could vary based on fluctuations in development activity.

As reported in December 2021, Woolpert (formerly Cooperative Strategies) reported to the District that due to the District's enrollment declines, Level 2 fees are no longer justified, and the District will have to revert to Level 1 fees. For purposes of budgeting for the program, Level 1 fees of \$3.41 and \$2.75 have been assumed in projected available developer fee funds for the program. The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to resume collecting Level 2 fees.

#### 4.2.1 SCHOOL IMPACT FEE

The Teal Club Specific Plan identifies 990 residential units of varying density, single-family, townhomes, condominium, and apartment units to be built within the District. It is estimated that the average square footage of the residential units will be 1,800 square feet per unit. In total, it is estimated that 1,782,000 square feet of new residential units will be constructed over time. The developer indicated to the District in April 2024 that construction of the new units may commence starting in 2026 with full build-out estimated to be completed by 2030.

The District negotiated a development mitigation agreement with the developers of the proposed Teal Club development in lieu of statutory Developer Fees. Based on the agreement, the District established a mitigation fee of \$7.28 per square foot (School Impact Fee) subject to annual increase at a rate equal to the percentage increase of the adjustment for inflation set forth in the statewide cost index for class B construction. The increase shall be applied on the one-year anniversary of the Effective Date and on each one-year anniversary thereafter. Effective May 1, 2024, the fee will be increased by 9.4 percent to \$10.65 per square foot of new residential construction.

For the purpose of this report, it is assumed that 330 units will be constructed in the Program's Phase 3 equal to 594,000 square feet of new residential construction subject to the School Impact Fee. The resulting School Impact Fee is estimated to be \$6,326,100 based on the current rate and is expected to be available to the District during Phase 3. The subsequent build-out of the remaining units and corresponding revenues will be incorporated into the Program once additional phases of construction at the development are undertaken.

#### 4.3 GENERAL OBLIGATION BONDS

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

#### 4.3.1 PAST AND REMAINING G.O. BOND AUTHORIZATIONS

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

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

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

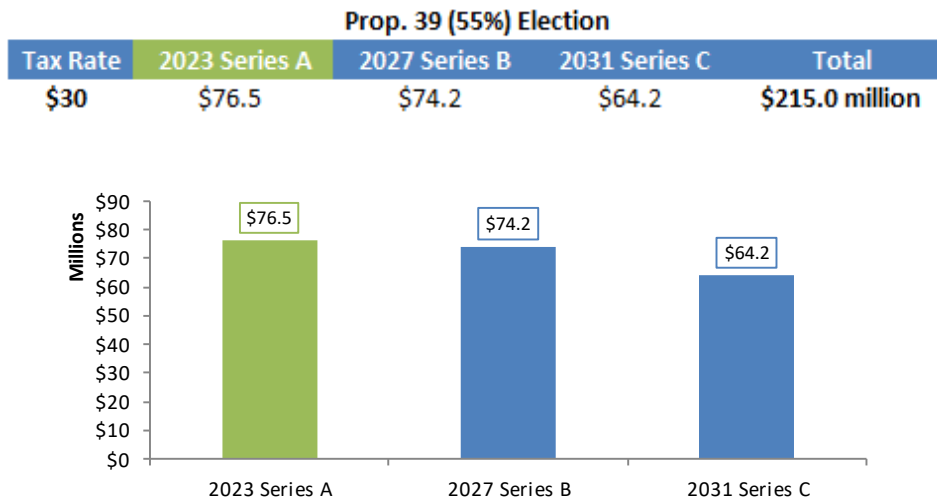
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$104.9 million in bonds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

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

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

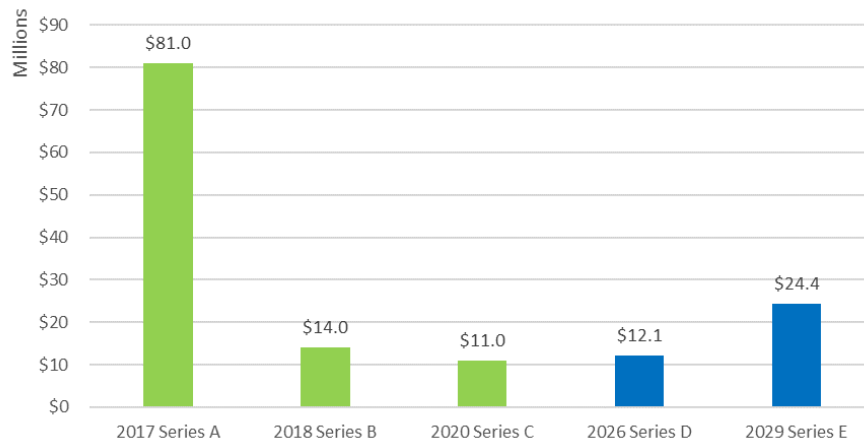
Assuming that the District's assessed valuation continues to grow as presented in Exhibit B at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District is projected to issue its remaining bond authorization of approximately \$138.5 million in bond proceeds over a projected 8-year period based on current market conditions. Based on the above assumptions and those in Exhibit B, Figure 1 depicts the above projection and assumes that additional bond proceeds may be available in 2027 and 2031 respectively, beyond the amount sold in 2023.

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



In addition to the above, the District has approximately \$36.5 million in remaining authorization from Measure D election approved by voters in 2016. Based on the above assumptions and those in Exhibit B, Figure 2 depicts the bond proceeds issued to date thru 2020 and the projected bond proceeds that may be available from the remaining authorization of Measure D. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Enhanced Master Construct Program which projected to be available over two bond sales in 2024 and 2029 for a combined total of \$36.5 million.

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



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



The issuance of additional bonds may also require additional authorization from the State Board of Education for a waiver to increase the District’s bonding capacity.

The District’s outstanding bonds in both cases are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by Ventura County, pursuant to Proposition 13 and the corresponding tax rate is typically expressed in an amount per \$100,000 of assessed value. The tax rate for a given fiscal year is based on the County’s policies calculated to make the required bond interest and principal payments for a given period. In some cases, the County may initially over levy to establish a reserve fund which can be applied over time to better manage the tax rate required to repay the bonds from year to year. As a result, there can be a variance between the estimated tax rate required to make interest and principal payments and the calculated tax rate levied on property within the District. A variance can also be attributed to the collection of unitary taxes. In FY2023-24, Ventura County levied a tax rate of \$111.00 per \$100,000 of assessed value for the District’s combined outstanding bonds.

#### 4.3.3 OUTSTANDING CERTIFICATES OF PARTICIPATION AND POSSIBLE PREPAYMENT FROM GENERAL OBLIGATION BOND PROCEEDS

Certificates of Participation (“COPs”) are typically utilized by school districts to raise funds for land acquisition, facilities improvements, and lease equipment. Proceeds can be used to acquire, construct, and modernize facilities and equipment. COPs are a lease obligation payable from any source of revenue legally available, typically the District’s General Fund or local sources such as developer fees, and are typically issued with a term of up to 30 years. Unlike GO bonds, COPs have no dedicated, voter-approved tax or other revenue to repay the COPs. However, a COP may be fully prepaid prior to maturity with proceeds from a future GO bond.

In 2016, the District identified a need to acquire school sites and construct a new elementary school and new middle school. The funding requirement to complete these schools was \$8 million, and the District financed these projects by issuing COPs. The COP financing was selected due to its flexibility in repayment options, the favorable financing costs, and ease of execution. Further, in the event that the anticipated sources of repayment did not materialize, the District structured the COP to allow for payment from its General Fund for the life of the COP.

The District successfully issued \$8 million in COPs in April 2016 with a term of 30 years and final maturity in 2045 with an average interest rate (TIC) of 4.1%. The initial debt service payments were interest-only, and the first principal payment was due in August 2022. After principal payments commence, debt service payments on the 2016 COP are approximately \$580,000 annually.

**Figure 3: Schedule of Remaining Debt Service for 2016 COP**

Year	Principal	Interest	Annual Payment
2024	\$200,000	\$381,500	\$581,500
2025	\$210,000	\$371,500	\$581,500
2026	\$220,000	\$361,000	\$581,000
2027	\$230,000	\$350,000	\$580,000
2028	\$240,000	\$338,500	\$578,500
2029	\$255,000	\$326,500	\$581,500
2030	\$265,000	\$313,750	\$578,750
2031	\$280,000	\$300,500	\$580,500
2032	\$295,000	\$286,500	\$581,500
2033	\$305,000	\$271,750	\$576,750
2034	\$325,000	\$256,500	\$581,500
2035	\$340,000	\$240,250	\$580,250
2036	\$355,000	\$223,250	\$578,250
2037	\$375,000	\$205,500	\$580,500
2038	\$390,000	\$186,750	\$576,750
2039	\$410,000	\$167,250	\$577,250
2040	\$430,000	\$146,750	\$576,750
2041	\$455,000	\$125,250	\$580,250
2042	\$475,000	\$102,500	\$577,500
2043	\$500,000	\$78,750	\$578,750
2044	\$525,000	\$53,750	\$578,750
2045	\$550,000	\$27,500	\$577,500

The 2016 COP was structured to allow for prepayment from General Obligation Bond proceeds, State Reimbursements, and/or Developer Fees at any time after August 1, 2021 with no premium or penalty. At this time, the District has capacity to issue additional GO bonds from Measure “D”, and these bond proceeds may be used to prepay the 2016 COP and provide relief to the District’s General Fund.

The total cost of repayment is equal to 100% of the principal to be prepaid, together with accrued interest to the date fixed for prepayment, without premium. Assuming a prepayment date of August 1, 2024, the total cost of repayment would be approximately \$8.01 million.

# MASTER BUDGET & SCHEDULE

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

## 5.1 PROPOSED MASTER BUDGET SOURCES AND USES

The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration and improvement of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend its grade configuration to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. Up to this point, the Program has led to the design of eight new 21st Century schools, the construction of 6 such schools to date with the completion of the seventh school expected in December 2024. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC), with two additional in design, the acquisition of 2 school sites, and the design and approval of two elementary schools for modernization. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

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

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

- Provide 21st Century classroom improvements and reconstruct select support facilities to maintain equity
- Construct additional transitional kindergarten and early childhood education classrooms over time at select school sites throughout the District

Tables 7 and 8 provide a proposed integrated master budget of estimated sources and uses beginning with a summary accounting of previously completed projects followed by the next phases of remaining improvements as identified in the adopted Enhanced Master Construct Program. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program reserve of \$858,834. The total budgets for completed projects have remained the same since the December 2023 report with no recommended adjustments. Upon final closeout and expenditures of projects, total funding sources and expenditures for completed projects will be adjusted to reflect actuals.

Four estimated major funding sources are proposed to finance the remaining improvements under the Enhanced Master Construct program including estimated remaining reserves from previous phases, remaining and new General Obligation (GO) authorizations, modernization State aid grants or grants received from the State’s TK/K program, and estimated developer fees. There is an estimated \$858,834 in remaining program reserve from the previous phases that is projected to be available towards funding remaining improvements. Approximately \$214.2 million is available from the recently approved Measure “I” and is projected to be to fund the program over three bond series in 2023 and ending in 2031. An additional \$36.5 million in remaining GO bond authorization from Measure D is estimated to be available over two bond series in 2025 and 2029 to assist in funding planned improvements. Approximately \$66.2 million in estimated State Aid modernization and TK/K grants may be garnered over time including approximately \$6.8 million in estimated modernization grants at McAuliffe and Ritchen, \$14.5 million in the State’s Kinder program grants for Driffill and Marina West, and \$44.9 million in estimated modernization eligibility at Driffill, Curren, Lopez, Brekke, Ramona, Chavez, Kamala, Frank, Marshall, and Soria over time. Per the District’s March 31, 2024 capital funds accounting, approximately \$8 million may be available from developer fees as of June 30, 2024, and \$14.3 million is estimated to be collected over a seven-year period as identified in the District’s Developer Fee Report and Teal Club Development as summarized in Section 4 of this report.

As shown in Table 8, approximately \$287.6 million is estimated in total anticipated costs. A Program Reserve of \$52.5 million is recommended providing a grand total integrated budget of \$340.1 million in remaining estimated project improvements to be funded over the proposed remaining phases.

**Table 7: Proposed Master Budget - Estimated Funding Sources**

Estimated Sources	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
<b>Previous Phases</b>						
Capital Funds	\$265,321,079	\$858,834	\$0	\$0	\$858,834	\$266,179,913
<b>Subtotal</b>	<b>\$265,321,079</b>	<b>\$858,834</b>	<b>\$0</b>	<b>\$0</b>	<b>\$858,834</b>	<b>\$266,179,913</b>
<b>Measure "D" - 2016 GO Bond</b>						
Series D (2025)	\$0	\$12,100,000	\$0	\$0	\$12,100,000	\$12,100,000
Series E (2029)	\$0	\$0	\$24,400,000	\$0	\$24,400,000	\$24,400,000
<b>Subtotal</b>	<b>\$0</b>	<b>\$12,100,000</b>	<b>\$24,400,000</b>	<b>\$0</b>	<b>\$36,500,000</b>	<b>\$36,500,000</b>
<b>Measure "I" - 2022 GO Bond</b>						
Series A (2023)	\$0	\$75,806,148	\$0	\$0	\$75,806,148	\$75,806,148
Series B (2027)	\$0	\$0	\$74,200,000	\$0	\$74,200,000	\$74,200,000
Series C (2031)	\$0	\$0	\$0	\$64,200,000	\$64,200,000	\$64,200,000
<b>Subtotal</b>	<b>\$0</b>	<b>\$75,806,148</b>	<b>\$74,200,000</b>	<b>\$64,200,000</b>	<b>\$214,206,148</b>	<b>\$214,206,148</b>
<b>Additional State Aid</b>						
Est. Modernization (Fin. Hardship)	\$0	\$0	\$0	\$0	\$0	\$0
Est. Modernization (60%/40%)	\$0	\$6,770,638	\$13,264,918	\$31,646,115	\$51,681,670	\$51,681,670
Driffill PS/TK/K Grant	\$0	\$6,915,318	\$0	\$0	\$6,915,318	\$6,915,318
Marina West PS/TK/K Grant	\$0	\$7,652,418	\$0	\$0	\$7,652,418	\$7,652,418
<b>Subtotal</b>	<b>\$0</b>	<b>\$21,338,374</b>	<b>\$13,264,918</b>	<b>\$31,646,115</b>	<b>\$66,249,406</b>	<b>\$66,249,406</b>
<b>Additional Developer Fees</b>						
6/30/24 Balance (as of 3/31/24)	\$0	\$7,991,291	\$0	\$0	\$7,991,291	\$7,991,291
Est. Developer Fee Collections	\$0	\$9,452,568	\$4,847,137	\$0	\$14,299,705	\$14,299,705
<b>Subtotal</b>	<b>\$0</b>	<b>\$17,443,859</b>	<b>\$4,847,137</b>	<b>\$0</b>	<b>\$22,290,996</b>	<b>\$22,290,996</b>
<b>Total Sources</b>	<b>\$265,321,079</b>	<b>\$127,547,214</b>	<b>\$116,712,054</b>	<b>\$95,846,115</b>	<b>\$340,105,383</b>	<b>\$605,426,462</b>

**Table 8: Proposed Master Budget - Estimated Uses**

Estimated Uses	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Acquire New K-5 Elementary Site	\$7,767,119				\$0	\$7,767,119
Acquire New K-5/Middle School Site	\$9,756,633				\$0	\$9,756,633
Doris/Patterson K-5	\$492,786				\$0	\$492,786
Doris/Patterson 6-8	\$278,057				\$0	\$278,057
Seabridge K-5	\$3,019,331				\$0	\$3,019,331
Harrington K-5	\$23,776,013				\$0	\$23,776,013
Elm K-5	\$32,878,847				\$0	\$32,878,847
Lemonwood K-8	\$41,990,714	\$2,000,000			\$2,000,000	\$43,990,714
McKinna K-5	\$36,191,904				\$0	\$36,191,904
Rose Avenue K-5	\$51,071,913				\$0	\$51,071,913
Planning for K-8 MPRs	\$166,253				\$0	\$166,253
Harrington Kindergarten Annex	\$3,215,039				\$0	\$3,215,039
Lemonwood Kindergarten Annex	\$3,571,599				\$0	\$3,571,599
Technology	\$12,234,498				\$0	\$12,234,498
McAuliffe K-5	\$3,244,674	\$8,883,623			\$8,883,623	\$12,128,297
Ritchen K-5	\$3,595,981	\$10,019,137			\$10,019,137	\$13,615,118
Brekke K-5	\$2,184,562			\$8,000,033	\$8,000,033	\$10,184,594
Ramona K-5	\$2,192,490			\$7,354,070	\$7,354,070	\$9,546,560
Driffill K-8	\$429,872		\$13,005,183		\$13,005,183	\$13,435,055
Chavez K-8	\$649,121			\$14,696,311	\$14,696,311	\$15,345,432
Kamala K-8	\$619,816			\$19,708,843	\$19,708,843	\$20,328,658
Curren K-8	\$598,603		\$26,442,963		\$26,442,963	\$27,041,566
Marshall K-8	\$13,019,406	\$2,000,000		\$5,376,218	\$7,376,218	\$20,395,624
Soria K-8				\$3,904,945	\$3,904,945	\$3,904,945
Fremont 6-8	\$1,901,281	\$65,758,461			\$65,758,461	\$67,659,742
Frank 6-8				\$15,290,123	\$15,290,123	\$15,290,123
Dr. Lopez 6-8	\$1,079,278	\$4,129,385	\$50,929,082		\$55,058,467	\$56,137,745
ECDC at Driffill		\$9,879,025			\$9,879,025	\$9,879,025
ECDC at Rose Avenue		\$4,929,979			\$4,929,979	\$4,929,979
ECDC at Marina West		\$10,932,026			\$10,932,026	\$10,932,026
Brekke ES COP Lease Payments	\$3,831,453				\$0	\$3,831,453
Land Acquisition COP Lease Payments	\$480,000	\$2,062,500	\$2,321,000		\$4,383,500	\$4,863,500
Additional Program Expenditures	\$4,519,836				\$0	\$4,519,836
Portables Lease Payments	\$564,000				\$0	\$564,000
<b>Total</b>	<b>\$265,321,079</b>	<b>\$120,594,136</b>	<b>\$92,698,228</b>	<b>\$74,330,543</b>	<b>\$287,622,907</b>	<b>\$552,943,986</b>
<b>Program Reserve</b>	<b>\$0</b>	<b>\$6,953,078</b>	<b>\$24,013,827</b>	<b>\$21,515,571</b>	<b>\$52,482,476</b>	<b>\$52,482,476</b>
<b>Total Uses</b>	<b>\$265,321,079</b>	<b>\$127,547,214</b>	<b>\$116,712,054</b>	<b>\$95,846,115</b>	<b>\$340,105,383</b>	<b>\$605,426,462</b>

**5.2 MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM EXPENDITURES TO DATE**

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the December 2023 Semi-Annual Report, the total budget was approximately \$363.8 million for projects under current implementation, exclusive of the net balance of the remaining Enhanced Master Construct that have been integrated into this report. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 9 provides a summary report of expenditures made for the Program during the period July 1, 2012 – March 31, 2024, totaling approximately \$251.3 million. Expenditures made after this period will be

accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and is used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the December 2023 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2024 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 9, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed. From July 1, 2012, through March 31, 2024, the District disclosed expenditures of approximately \$36.4 million for additional facilities improvements not identified in the Master Construct Program. Of the total, \$15.6 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District’s prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens’ Oversight Committees and expenditures are audited annually for the Board’s review

**Table 9: Estimated Expenditures to Date for Projects Under Implementation**

Project	Adopted Budget	Fiscal Year Expenditures												Total	
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24 <sup>1</sup>			
Acquire Site New Elem K-5	\$7,767,119	\$7,669,851	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,767,119
Doris/Patterson Acquire Land	\$9,199,275	\$0	\$0	\$0	\$75,044	\$205,921	\$8,906,123	\$12,186	\$0	\$0	\$0	\$0	\$0	\$0	\$9,199,275
Doris/Patterson LAFCO Planning	\$557,358	\$0	\$14,625	\$37,345	\$29,551	\$143,778	\$254,516	\$14,492	\$7,518	\$2,730	\$2,802	\$0	\$6,037	\$513,396	
Design & Reconstruct Harrington Elem K-5	\$23,776,013	\$145,778	\$1,493,468	\$12,213,321	\$9,696,534	\$224,482	\$2,431	\$0	\$0	\$0	\$0	\$0	\$0	\$23,776,013	
Design & Reconstruct Lemonwood Elem K-8	\$41,990,714	\$143,601	\$853,523	\$1,448,320	\$1,743,844	\$15,507,309	\$14,838,960	\$6,968,618	\$388,855	\$82,327	\$15,359	\$38,154	\$0	\$42,028,868	
Design & Reconstruct Elm Elem K-5	\$32,878,847	\$0	\$371,370	\$1,190,499	\$339,884	\$3,322,667	\$13,223,004	\$13,246,832	\$1,164,669	\$19,923	\$0	\$0	\$0	\$32,878,847	
Design & Construct Seabridge K-5	\$3,019,331	\$0	\$0	\$0	\$0	\$149,354	\$1,758,821	\$432,230	\$377,275	\$301,651	\$0	\$0	\$0	\$3,019,331	
Design & Reconstruct McKinna K-5	\$36,191,904	\$0	\$0	\$0	\$0	\$665,360	\$1,890,610	\$16,647,525	\$14,958,735	\$1,928,504	\$101,171	\$0	\$0	\$36,191,904	
Design & Reconstruct Rose Avenue K-5	\$51,071,913	\$0	\$0	\$0	\$0	\$56,208	\$1,101,475	\$907,133	(\$12,288)	\$339,496	\$14,048,528	\$22,435,994	\$5,362,313	\$44,238,859	
Design & Construct Doris/Patterson K-5	\$492,786	\$0	\$0	\$0	\$421,184	\$0	\$0	\$71,602	\$0	\$0	\$0	\$0	\$0	\$492,786	
Design & Construct Doris/Patterson 6-8	\$278,057	\$0	\$0	\$0	\$0	\$0	\$0	\$278,057	\$0	\$0	\$0	\$0	\$0	\$278,057	
Design & Improve K-5 Kindergarten Facilities														\$0	
Ritchen	\$552,588	\$14,815	\$70,444	\$350,437	\$116,773	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$552,588	
Brekke	\$275,097	\$11,699	\$57,322	\$199,450	\$6,513	\$112	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,097	
McAuliffe	\$321,487	\$11,331	\$86,709	\$214,442	\$8,898	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$321,487	
Driffill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,773	
<b>Total K-5 Kindergarten Facilities</b>	<b>\$1,500,945</b>	<b>\$89,180</b>	<b>\$271,185</b>	<b>\$1,007,240</b>	<b>\$132,184</b>	<b>\$1,155</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500,945</b>	
Design & Construct Science Labs/Academies															
Chavez	\$649,121	\$17,481	\$168,665	\$443,521	\$19,273	\$182	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649,121	
Curren	\$598,603	\$16,815	\$118,588	\$445,540	\$17,485	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$598,603	
Kamala	\$619,816	\$17,230	\$155,224	\$428,876	\$18,299	\$186	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$619,816	
Dr. Lopez Academy of Arts & Sciences	\$1,079,278	\$63,562	\$300,654	\$664,564	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,079,278	
Fremont	\$1,901,281	\$85,016	\$510,634	\$1,209,204	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,901,281	
<b>Total Science Labs/Academies</b>	<b>\$4,848,099</b>	<b>\$200,104</b>	<b>\$1,253,766</b>	<b>\$3,191,705</b>	<b>\$91,576</b>	<b>\$109,948</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,848,099</b>	
Project 1 Remaining Adjustment	\$0														
Kindergarten Flex Classrooms															
Brekke	\$1,909,465	\$0	\$0	\$0	\$0	\$0	\$920,944	\$988,521	\$0	\$0	\$0	\$0	\$0	\$1,909,465	
McAuliffe	\$2,472,793	\$0	\$0	\$0	\$0	\$0	\$752,619	\$1,706,119	\$14,054	\$0	\$0	\$0	\$0	\$2,472,793	
Ramona	\$2,192,490	\$0	\$0	\$0	\$0	\$0	\$149,233	\$1,898,328	\$144,929	\$0	\$0	\$0	\$0	\$2,192,490	
Ritchen	\$2,597,633	\$0	\$0	\$0	\$0	\$0	\$720,196	\$1,699,266	\$178,170	\$0	\$0	\$0	\$0	\$2,597,633	
<b>Total Kindergarten Flex Classrooms</b>	<b>\$9,172,380</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,542,992</b>	<b>\$6,292,234</b>	<b>\$337,154</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,172,380</b>	
Kindergarten Annex Improvements															
Harrington	\$3,215,039	\$0	\$0	\$28,210	\$111,846	\$62,878	\$1,827,579	\$1,177,574	\$6,952	\$0	\$0	\$0	\$0	\$3,215,039	
Lemonwood	\$3,571,599	\$0	\$0	\$22,554	\$31,791	\$34,636	\$28,156	\$167,567	\$3,123,055	\$126,417	\$37,424	\$69,596	\$0	\$3,641,195	
<b>Total Kindergarten Annex Improvements</b>	<b>\$6,786,638</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,764</b>	<b>\$143,637</b>	<b>\$97,514</b>	<b>\$1,855,735</b>	<b>\$1,345,141</b>	<b>\$3,130,007</b>	<b>\$126,417</b>	<b>\$37,424</b>	<b>\$69,596</b>	<b>\$0</b>	<b>\$6,856,234</b>	
Marshall K-8 12 Classroom Addition	\$13,019,406	\$0	\$0	\$82,332	\$556,774	\$175,245	\$4,059,139	\$5,350,111	\$2,771,500	\$24,306	\$0	\$0	\$0	\$13,019,406	
Planning related to MPRs for P/P K-8 Schools	\$166,253	\$0	\$0	\$0	\$204,698	(\$36,006)	(\$2,439)	\$0	\$0	\$0	\$0	\$0	\$0	\$166,253	
Driffill MPR	\$78,099	\$0	\$0	\$0	\$0	\$0	\$0	\$78,099	\$0	\$0	\$0	\$0	\$0	\$78,099	
Technology Phase 1	\$12,184,723	\$1,293,151	\$7,531,055	\$2,170,169	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,184,723	
Technology Phase 2	\$49,775	\$0	\$0	\$0	\$0	\$63,465	\$187,239	\$16,213	(\$127,279)	(\$89,863)	\$0	\$0	\$0	\$49,775	
McAuliffe 21st Century Modernization	\$6,408,588	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,585	\$208,558	\$9,492	\$0	\$1,759	\$450,394	
Ritchen 21st Century Modernization	\$5,924,174	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232,088	\$202,543	\$9,398	\$0	\$32,149	\$476,177	
Design & Reconstruct Fremont Middle	\$65,758,461	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$580,261	\$772,050	\$1,352,311	
Driffill ECDC	\$9,879,025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$252,776	\$162,798	\$415,574	
Rose Avenue ECDC	\$4,929,979	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76,370	\$76,370	
Marina West ECDC	\$10,932,026	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$103,275	\$103,275	
Lemonwood Changing Room	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Marshall Changing Room	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474	
Program Reserve	\$772,147														
<b>TOTAL</b>	<b>\$363,784,510</b>	<b>\$9,691,666</b>	<b>\$11,823,625</b>	<b>\$21,391,694</b>	<b>\$13,751,259</b>	<b>\$21,623,508</b>	<b>\$50,620,180</b>	<b>\$51,659,899</b>	<b>\$23,458,818</b>	<b>\$3,146,592</b>	<b>\$14,224,173</b>	<b>\$23,376,781</b>	<b>\$6,516,752</b>	<b>\$251,284,946</b>	

**Notes:**

1. Fiscal Year 2023-24 expenditures are as of March 31, 2024
2. Budgets have been adjusted per the December 2023 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited
4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds



### 5.3 PROPOSED SEQUENCING

The proposed plan of sequencing begins the process with the design and construction of Fremont at its proposed new location. Upon completion, students from Fremont would be moved into the new school. The old facility could be retained to provide “swing space” to be used to house the next proposed projects to be constructed in sequence. Upon completion in its role as “swing space”, the old Fremont campus will be removed and replaced with appropriate field space in support of the new campus for school and community use. The District has not made a final decision on whether to maintain the old Fremont campus for use as swing space.

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

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

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

### 5.4 PROPOSED PROGRAM MASTER SCHEDULE

As summarized in Tables 10-12, the estimated cost for remaining improvements is estimated to be implemented over three remaining phases (Phases 3-5) beginning in FY2022-23 through FY2030-31. Phase 3 completes improvements at Fremont, McAuliffe, Ritchen, and ECDC facilities at Driffill, Rose, and Marina West. Design activities are proposed to be implemented for the reconstruction of Dr. Lopez 6-8 school. Changing room projects at Lemonwood and Marshall K-8 schools are also proposed to be completed in this phase. Bond proceeds from existing authorization and the new measure are proposed to front the brunt of required costs. State modernization grants and awarded and projected grants under the State’s Preschool/TK/K are projected to be also available and may assist in funding. Estimated developer fees

and School Impact Fees from the Teal Club development are proposed to assist with funding, as available. Phase 3 improvements are projected to be complete by the end of FY2025-26.

**Table 10: Phase 3 (FY2022-23 – FY2025-26) Master Schedule and Sequencing**

<b>Project</b>	<b>Estimated Budget</b>
McAuliffe K-5	\$8,883,623
Ritchen K-5	\$10,019,137
Fremont 6-8	\$65,758,461
Dr. Lopez 6-8	\$4,129,385
ECDC at Driffill	\$9,879,025
ECDC at Rose Avenue	\$4,929,979
ECDC at Marina West	\$10,932,026
Lemonwood K-8 Changing Room	\$2,000,000
Marshall K-8 Changing Room	\$2,000,000
Land Acquisition COP Lease Payments	\$2,062,500
<b>Total</b>	<b>\$120,594,136</b>
<b>Program Reserve</b>	<b>\$6,953,078</b>
<b>Total Uses</b>	<b>\$127,547,214</b>

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

**Table 11: Phase 4 (FY2026-27 – FY 2030-31) Master Schedule and Sequencing**

<b>Project</b>	<b>Estimated Budget</b>
Driffill K-8	\$13,005,183
Curren K-8	\$26,442,963
Dr. Lopez 6-8	\$50,929,082
Land Acquisition COP Lease Payments	\$2,321,000
<b>Total</b>	<b>\$92,698,228</b>
<b>Program Reserve</b>	<b>\$24,013,827</b>
<b>Total Uses</b>	<b>\$116,712,054</b>

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

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

**Table 12: Phase 5 (FY2031-32 - FY2034-35) Master Schedule and Sequencing**

Project	Estimated Budget
Brekke K-5	\$8,000,033
Ramona K-5	\$7,354,070
Chavez K-8	\$14,696,311
Kamala K-8	\$19,708,843
Marshall K-8	\$5,376,218
Soria K-8	\$3,904,945
Frank 6-8	\$15,290,123
<b>Total</b>	<b>\$74,330,543</b>
<b>Program Reserve</b>	<b>\$21,515,571</b>
<b>Total Uses</b>	<b>\$95,846,115</b>

Based on the identified phasing plan, Table 13 provides a summary of proposed projects under management, including those that are currently underway totaling approximately \$220.5 million.

**Table 13: Projects Under Management**

Project Name	Start Date	End Date	Master Budget
			(Current Dollars)
Rose Avenue	Jan-2017	Feb-2024	\$51,071,913
Fremont 6-8	Dec-2022	Sep-2026	\$65,758,461
Driffill ECDC	Nov-2022	Nov-2024	\$9,879,025
Rose Avenue ECDC	Sep-2023	Aug-2025	\$4,929,979
Marina West ECDC	Oct-2023	Sep-2025	\$10,932,026
Lemonwood Changing Room	Mar-2024	Aug-2025	\$2,000,000
Marshall Changing Room	Mar-2024	Aug-2025	\$2,000,000
Ritchen Modernization	Jan-2024	Dec-2025	\$10,019,137
McAuliffe Modernization	Apr-2024	Mar-2026	\$8,883,623
Dr. Lopez 6-8	Sep-2024	Feb-2028	\$55,058,467
<b>Total</b>			<b>\$220,532,631</b>

# RECOMMENDATIONS

## 6.1 CONCLUSION & RECOMMENDATIONS

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

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

- Accept and adopt this semi-annual update to the Enhanced Master Construct
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board.

# EXHIBIT A

## A.1 PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities is provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
13-Dec-23	A.8	Presentation of the December 2023 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program	Board of Trustees to receive the December 2023 Semi-Annual Implementation Program Update	Information
13-Dec-23	C.29	Ratification of Amendment #005 to Agreement #17-49 with Arcadis to provide additional Architectural and Design Services for the Rose Avenue Elementary School Reconstruction Project	The Board of Trustees to ratify Amendment in the amount of \$67,438.00	Approved
17-Jan-24	C.3	Approval and Adoption of the December 2023 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program	The Board of Trustees to accept and adopt the December 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and the Board of Trustees directs staff and CFW to proceed with the adjustments to the Program for immediate implementation	Approved
17-Jan-24	C.6	Approval of Change Order #001 to Construction Services Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities	The Board of Trustees to approve Change Order in the amount of \$5,339.78	Approved
17-Jan-24	C.16	Approval of Agreement #23-236 with Edwards Construction Group, Inc. to construct Three (3) Modular Classrooms for the Rose Avenue ECDC Project	The Board of Trustees to approve agreement in the amount of \$17,500.00 for preconstruction services	Approved
17-Jan-24	C.17	Approval of Agreement #23-237 with Edwards Construction Group, Inc. to Construct Ten (10) Modular Classrooms for the Marina West ECDC Project	The Board of Trustees to approve agreement in the amount of \$35,000.00 for preconstruction services	Approved
17-Jan-24	C.18	Approval of Agreement #23-238 with Enviroplex Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Marina West ECDC Project	The Board of Trustees to approve agreement in the amount of \$4,316,860.92	Approved
17-Jan-24	C.19	Approval of Agreement #23-240 with Enviroplex Inc. to provide Full Modular Building Design and Construction Services for Three (3) Modular Classrooms for the Rose Avenue ECDC Project	The Board of Trustees to approve agreement in the amount of \$1,353,383.14	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
7-Feb-24	C.4	Approval of Change Order #002 to Construction Services Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities	The Board of Trustees to approve Change Order to add an additional wire to the conduits to furnish 3 phase power to the new classrooms in the amount of \$14,707.00	Approved
7-Feb-24	C.5	Approval of Change Order #003 (Extension of Security Services) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project	The Board of Trustees to approve Change Order for additional security services in the amount of \$50,601.00	Approved
7-Feb-24	C.11	Approval of Agreement #23-248 with Flewelling & Moody for the Rose Avenue Elementary School Closeout Services	The Board of Trustees to approve agreement in the amount not to exceed \$10,000.00 for services necessary to close a 2010 modernization project with certification in order for the new ECDC project to be submitted and approved by DSA	Approved
6-Mar-24	C.1	Approval of Revised Change Order #003 (Extension of Security Services) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School	The Board of Trustees to approve revised Change Order for additional security services in the amount of \$50,601.00 with the corrected time extension of 97 days	Approved
6-Mar-24	C.10	Ratification of Amendment #002 to Agreement #21-140 with KENCO Construction Services, Inc. to provide additional Inspector of Record (IOR) Services for the Rose Avenue School	The Board of Trustees to ratify amendment in the amount of \$73,920.00	Approved
20-Mar-24	C.8	Approval of Change Order #002 to Agreement #22-230 with Enviroplex for the Driffill ECDC Project	The Board of Trustees to approve Change Order for weld plates, TV mounts and associated work in the amount of \$123,225.48	Approved
20-Mar-24	C.9	Approval of Change Order #002 to Construction Services Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities	The Board of Trustees to approve Change Order to add an additional wire to the conduits to furnish 3 phase power to the new classrooms in the amount of \$16,138.95	Approved
20-Mar-24	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	The Board of Trustees to approve Change Order for additional security services in the amount of \$62,357.40 for July 2023 through December 31, 2023	Approved
20-Mar-24	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	The Board of Trustees to ratify Change Order for installation of translucent glazing at the classroom doors in the amount of \$30,376.33	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
17-Apr-24	C.5	Ratification of Allocations of Offsite Improvements Contract Contingency #6 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.6	Ratification of Allocations of Contract Contingency #007 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.7	Ratification of Allocations of Project E&O Contingency #8 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.8	Ratification of Allocations of Contract Contingency #009 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.9	Ratification of Allocations of Contract Contingency #10 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease- Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.10	Ratification of Allocations of Contract Contingency #11 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
17-Apr-24	C.11	Ratification of Allocations of Contract Contingency #12 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose. Ave Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.12	Ratification of Allocations of Contract Contingency #13 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.14	Rejection of Formal Bid Award, Bid # 23-09, Ritchen Elementary School Modernization Project	The Board of Trustees to reject the bids received	Approved
17-Apr-24	C.32	Ratification of Agreement #23-288 with Atlas Technical Consultants LLC for the Doris/Patterson Site	The Board of Trustees to ratify agreement in the amount of \$2,350.00	Approved
22-Apr-24	A.5	Enhanced Master Construct Special Board Meeting Presentation	The Board of Trustees to receive presentation to recap the adopted Enhanced Master Construct Program along with considerations regarding enrollment and capacity, proposed projects, projected funding sources, and	Information
1-May-24	C.10	Ratification of Amendment #2 to Agreement #21-141 with Construction Testing & Engineering, Inc. to provide additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue School Reconstruction Project.	The Board of Trustees to ratify amendment for additional Inspection and Testing Services as Lab of Record in the amount of \$66,742.28	Approved
1-May-24	C.11	Ratification of Amendment #1 to Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project	The Board of Trustees to ratify amendment for additional services related to soil testing in the amount of \$30,923.00	Approved
1-May-24	D.1	Adoption of Resolution No. 23-20 – Intent to Grant an Easement and a Covenant to the City of Oxnard for Water Services to Rose Avenue Elementary School Site	The Board of Trustees to adopt resolution granting the Easement and dedicating the facilities within the Easement to the City	Approved



Date	Board Agenda Item	Agenda Description	Purpose	Action
15-May-24	B.2	Conduct Public Hearing - Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project	The Board of Trustees to conduct a Public Hearing concerning resolution. The approval of resolution will be presented during the action section at the same meeting	Hearing
15-May-24	C.6	Approval of Amendment #001 to Agreement #23-188 with MNS Engineers, Inc. to Provide additional Professional Services for the Fremont Middle School Reconstruction	The Board of Trustees to approve amendment in the amount of \$34,330.00	Approved
15-May-24	C.14	Ratification of Allocations of Contract Contingency #14 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project	The Board of Trustees to ratify the allocation	Approved
15-May-24	D.1	Adoption of Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project	The Board of Trustees to adopt resolution	Approved

# EXHIBIT B

## B.1 GENERAL OBLIGATION BONDS

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

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

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

The 1997 authorization approved the sale of \$57 million in G.O. bonds. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. After the issuance of the 1997 Election bonds, the District issued seven series of refunding bonds between 2001 and 2022 to refinance outstanding 1997 Election bonds and generate debt service savings for District taxpayers. The 1997 Election was approved pursuant to Proposition 46 which required a 2/3 majority of voters to pass and there is no legal tax rate limit for the purposes of issuing bonds from this authorization. As of August 1, 2023, the outstanding principal to be repaid from the 1997 Election is approximately \$23.5 million.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. Subsequent to the issuance of bonds, the District refunded some of the 2006 Election bonds in 2014, 2015, 2016, and 2020 to refinance outstanding 2008 Election bonds and generate debt service savings for District taxpayers. As of August 1, 2023, the outstanding principal to be repaid from the 2008 Election is approximately \$34.2 million.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. After the issuance of Election 2012 bonds, the District refunded bonds in 2019, 2020, and 2022 to refinance outstanding 2012 Election bonds and generate debt service savings for District taxpayers. As of August 1, 2023, the outstanding principal to be repaid from the 2012 Election is approximately \$93.6 million.

**Table B1: Summary of District G.O. Bond Authorizations and Past Issuances  
(as of August 2, 2023)**

Series	Type	Sale Date	Principal Amount	Principal Outstanding	Repayment Ratio <sup>(1)</sup>	Years Remaining	Refunded Series
<b>1997 Election (Prop. 46 Election)</b>					<b>Authorization:</b>		<b>\$57,000,000</b>
<b>New Money Issues</b>							
1997A	Tax-Exempt GO Bond	8/5/1997	\$5,000,000	\$0	2.03	0	
1999B	Tax-Exempt GO Bond	6/30/1999	\$13,000,000	\$0	2.02	0	
2000C	Tax-Exempt GO Bond	7/11/2000	\$4,000,000	\$0	2.07	0	
2001D	Tax-Exempt GO Bond	2/20/2001	\$7,800,000	\$0	1.93	0	
2001E	Tax-Exempt GO Bond	7/24/2001	\$15,000,000	\$0	1.95	0	
2002F	Tax-Exempt GO Bond	8/6/2002	\$5,000,000	\$0	1.91	0	
2004G	Tax-Exempt GO Bond	6/30/2004	\$7,200,000	\$0	1.90	0	
<b>Total</b>			<b>\$57,000,000</b>				
<b>Refunding Issues</b>							
2001	Tax-Exempt GO Bond	8/15/2001	\$20,920,000	\$0	1.96	0	97A, 99B, 2000C
2010	Tax-Exempt GO Bond	3/3/2011	\$10,750,000	\$0	1.35	0	01D, 01E, 02F, 04G
2011	Tax-Exempt GO Bond	7/1/2011	\$7,275,000	\$0	1.46	0	01D, 01E, 02F, 04G
2012	Tax-Exempt GO Bond	6/21/2012	\$12,240,000	\$375,000	1.62	1	01D, 01E, 02F, 04G
2019	Taxable GO Bond	10/31/2019	\$13,765,000	\$12,440,000	1.18	9	01Ref, 11Ref
2020	Taxable GO Bond	9/3/2020	\$13,645,000	\$10,650,000	1.12	10	10Ref, 11Ref, 12Ref
2022	Tax-Exempt GO Bond	6/22/2022	\$380,000	\$0	1.02	0	12Ref
<b>Total</b>			<b>\$23,465,000</b>		<b>1.16</b>	<b>10</b>	
<b>1997 Election 2023-24 Tax Rate: \$0.00</b>					<b>Remaining Authorization:</b>		<b>\$0</b>
<b>2006 Election (Prop. 39 Election)</b>					<b>Authorization:</b>		<b>\$64,000,000</b>
<b>New Money Issues</b>							
2007A	Tax-Exempt GO Bond	2/8/2007	\$32,000,000	\$0	1.83	0	
2008B	Tax-Exempt GO Bond	7/11/2008	\$31,997,467	\$7,077,467	1.98	10	
<b>Total</b>			<b>\$63,997,467</b>				
<b>Refunding Issues</b>							
2014	Tax-Exempt GO Bond	6/4/2014	\$11,835,000	\$3,405,000	1.36	3	2007A
2015	Tax-Exempt GO Bond	4/8/2015	\$14,305,000	\$8,025,000	1.72	13	2007A
2016	Tax-Exempt GO Bond	8/31/2016	\$16,360,000	\$7,205,000	1.23	3	2008B
2020	Taxable GO Bond	9/3/2020	\$9,110,000	\$8,490,000	1.18	10	14Ref, 15Ref
<b>Total</b>			<b>\$34,202,467</b>		<b>1.50</b>	<b>13</b>	
<b>2006 Election 2023-24 Tax Rate: \$21.00</b>					<b>Remaining Authorization:</b>		<b>\$0</b>
<b>2012 Election (Prop. 39 Election)</b>					<b>Authorization:</b>		<b>\$90,000,000</b>
<b>New Money Issues</b>							
2012A	Tax-Exempt GO Bond	12/27/2012	\$18,390,000	\$455,000	1.79	4	
2013B	Tax-Exempt GO Bond	5/30/2013	\$25,500,000	\$845,000	1.99	5	
2014C	Tax-Exempt GO Bond	10/21/2014	\$15,750,000	\$2,025,000	2.07	15	
2015D	Tax-Exempt GO Bond	7/22/2015	\$30,360,000	\$3,465,000	1.89	5	
<b>Total</b>			<b>\$90,000,000</b>				
<b>Refunding Issues</b>							
2019	Taxable	10/31/2019	\$13,057,988	\$12,130,000	1.48	20	2012A, 2013B
2020	Taxable GO Bond	9/3/2020	\$68,020,000	\$64,960,000	1.38	21	2013B, 2014C, 2015D
2022	Tax-Exempt GO Bond	6/22/2022	\$10,238,000	\$9,768,000	1.39	20	2012A
<b>Total</b>			<b>\$93,648,000</b>		<b>1.43</b>	<b>21</b>	
<b>2012 Election 2023-24 Tax Rate: \$40.50</b>					<b>Remaining Authorization:</b>		<b>\$0</b>
<b>2016 Election (Prop. 39 Election)</b>					<b>Authorization:</b>		<b>\$142,500,000</b>
<b>New Money Issues</b>							
2017A	Tax-Exempt GO Bond	3/15/2017	\$81,000,000	\$81,000,000	2.13	23	
2018B	Tax-Exempt GO Bond	3/14/2018	\$13,996,626	\$12,707,734	2.16	24	
2020C	Tax-Exempt GO Bond	11/24/2020	\$10,995,135	\$10,800,135	1.99	27	
<b>Total</b>			<b>\$105,991,760</b>	<b>\$104,507,868</b>	<b>2.12</b>	<b>27</b>	
<b>2016 Election 2023-24 Tax Rate: \$25.20</b>					<b>Remaining Authorization:</b>		<b>\$36,508,240</b>
<b>2022 Election (Prop. 39 Election)</b>					<b>Authorization:</b>		<b>\$215,000,000</b>
<b>New Money Issues</b>							
2023A	Tax-Exempt GO Bond	3/30/2023	\$76,515,000	\$76,515,000	1.98	30	
<b>2022 Election 2023-24 Tax Rate: \$24.30</b>					<b>Remaining Authorization:</b>		<b>\$138,485,000</b>
<b>All Elections Total</b>			<b>\$393,504,228</b>	<b>\$332,338,336</b>	<b>1.76</b>	<b>30</b>	
<b>Aggregate 2023-24 Tax Rate: \$111.00</b>							

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

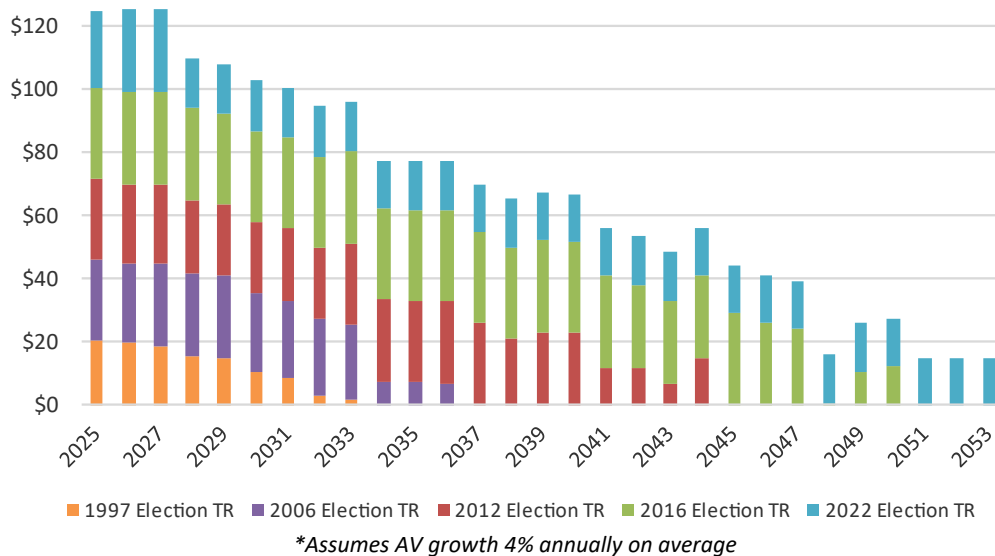
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election. As of August 1, 2023, the outstanding principal to be repaid from the 2016 Election is approximately \$104.5 million.

In November 2022, voters in the District approved and authorized the sale of \$215 million in G.O. bonds. To date, the District has sold approximately \$76.5 million in G.O. bonds leaving approximately \$138.5 million in remaining authorization.

Each of the 2006, 2012, 2016, 2022 authorizations were approved pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing bonds from each respective authorization. The District’s currently outstanding bonds, and subsequent refunding of these bonds, account for approximately \$332.3 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year (FY) 2053-54.

Figure B1 indicates the estimated tax rate required to pay the principal and interest for the District’s outstanding bonds. In FY 2023-24, Ventura County levied an aggregate tax rate of \$111.00 per \$100,000 of assessed value for the District’s outstanding G.O. bonds. Based on the interest and principal payments scheduled for the repayment of outstanding bonds and an average annual assessed value growth of 4 percent (4.0%) over the remaining term of the bonds, it is estimated that the annual tax rate to repay the bonds will begin to gradually decline over the next four years and continue to decline more rapidly thereafter.

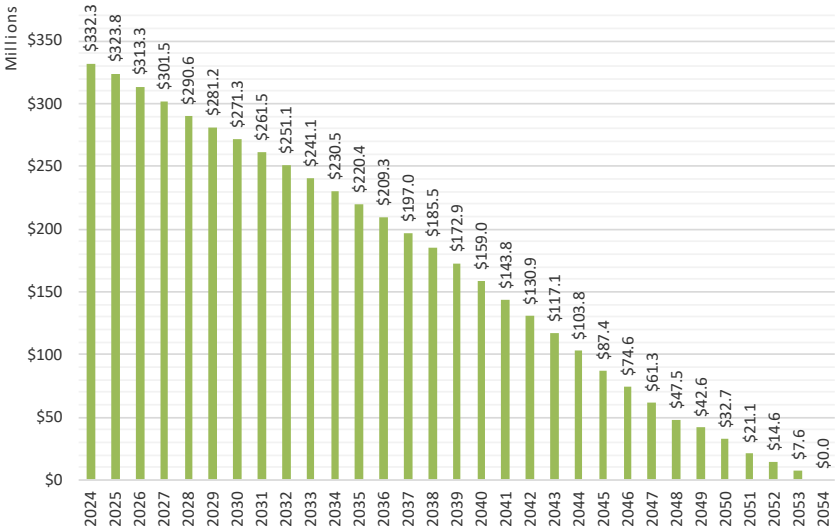
**Figure B1: Estimated District G.O. Bond Tax Rates Per \$100,000 of Assessed Value**



The District’s current outstanding bonds, and subsequent refunding of these bonds, account for approximately \$332 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year FY 2053-54, with total annual payments ranging between \$6.9 million and \$24.0 million for the next 31 years. Total principal to be repaid year-to-year ranges from \$5.0 million to \$16.4 million, while

interest payments range from \$323,425 to \$13.1 million. Figure B2 indicates that the District had approximately \$332 million in total outstanding G.O. bonded indebtedness in FY 2023-24 and is anticipated to decline thereafter absent any additional G.O. bond sales. Absent any additional debt issuance, all current outstanding principal is scheduled to be retired by the end of FY 2053-54.

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



**B.1.2 FUTURE BOND SALES**

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

Similar to the District’s previous bond programs subject to Prop. 39, the availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for non-unified school districts in California.

The District’s total assessed valuation serves as the source from which tax revenues are derived for the purpose of repaying the District’s bond debt service. As the assessed value grows, so does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table B2 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY 2010 through FY 2012. Overall, assessed valuation growth averaged 4.8 percent annually over the last 20 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.7 percent. While annual

assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

**Table B2: Historic District Total Assessed Valuation**

FYE	Assessed Valuations	
	Total	% Change
2004	\$6,635,172,071	11.27%
2005	\$7,583,558,704	14.29%
2006	\$8,657,971,155	14.17%
2007	\$9,931,635,061	14.71%
2008	\$10,883,340,116	9.58%
2009	\$10,923,360,081	0.37%
2010	\$10,256,972,528	-6.10%
2011	\$10,222,956,307	-0.33%
2012	\$10,128,841,659	-0.92%
2013	\$10,224,776,805	0.95%
2014	\$10,523,302,599	2.92%
2015	\$11,258,539,314	6.99%
2016	\$11,811,053,863	4.91%
2017	\$12,231,081,218	3.56%
2018	\$12,813,934,964	4.77%
2019	\$13,410,386,931	4.65%
2020	\$14,062,908,693	4.87%
2021	\$14,639,854,133	4.10%
2022	\$15,163,509,508	3.58%
2023	\$16,040,644,236	5.78%
2024	\$16,829,203,339	4.92%
<b>5-Year Average</b>		<b>4.65%</b>
<b>10-Year Average</b>		<b>4.81%</b>
<b>20-Year Average</b>		<b>4.76%</b>

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

In May 2023, the State approved the District’s request for a Debt Limit Waiver, enabling the District to issue bonds up to 2.14 percent of the District’s total assessed valuation. As calculated in Table B3, using the District’s current total assessed value and effective debt limit, the District has a gross bonding capacity of approximately \$360.1 million. Table B3 indicates that the District had approximately \$332 million in total outstanding G.O. bonded indebtedness as of 2023-24, resulting in a current net bonding capacity of approximately \$27.8 million. Overall, the District is currently utilizing 157.98 percent of its statutory bonding capacity.

**Table B3: District’s Bonding Capacity**

Fiscal Year 2023-24	
<b>ASSESSED VALUATION</b>	
Secured Assessed Valuation	\$15,987,878,202
Unsecured Assessed Valuation	\$841,325,137
<b>DEBT LIMITATION</b>	
Total Assessed Valuation	\$16,829,203,339
Applicable Bond Debt Limit with Waiver *	2.14%
Bonding Capacity	\$360,144,951
Outstanding Bonded Indebtedness	\$332,338,336
<b>NET BONDING CAPACITY</b>	<b>\$27,806,616</b>
% of Capacity Current Used	92.28%
<i>* 2023 Waiver</i>	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$210,365,042
Outstanding Bonded Indebtedness	\$332,338,336
% of Statutory Bonding Capacity Utilized	157.98%

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

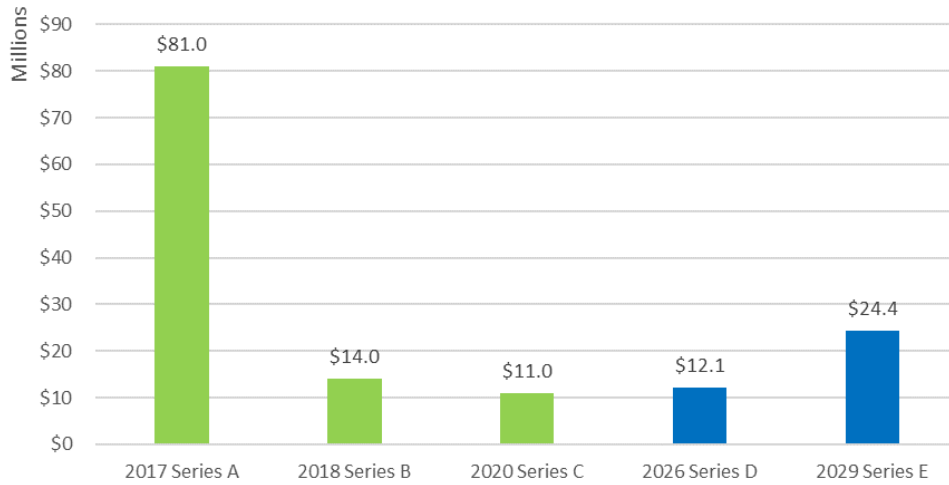
**B.1.2.1 ADDITIONAL G.O. BOND SALES – 2016 ELECTION**

The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2023-24, the County is levying a rate of \$25.20 per \$100,000 of assessed property value.

Figure B3 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at approximately 86 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 5 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales.



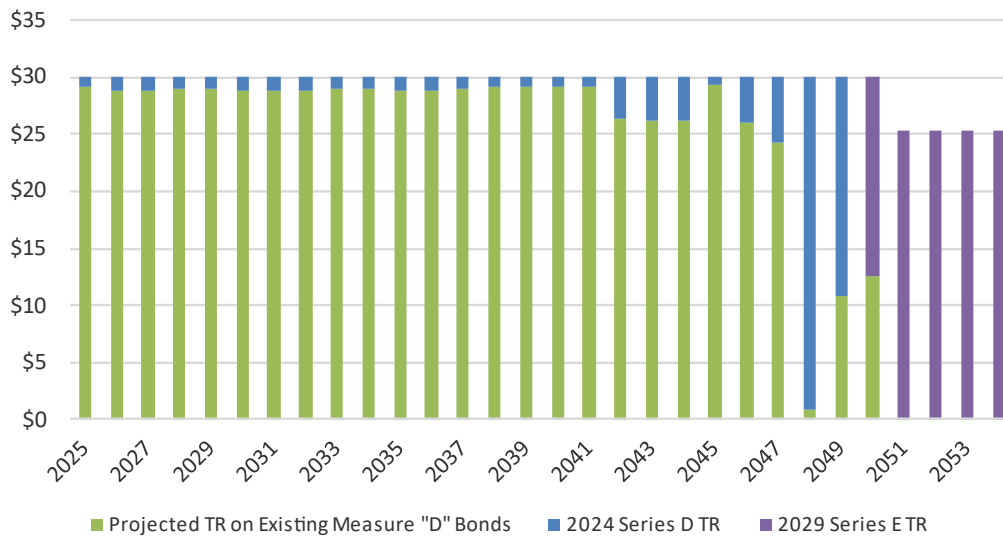
**Figure B3: Estimated Timing and Sizing of Future Measure “D” Bond Issuances**



The availability of additional funds issued in 2020 Series C is credited to the District’s growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints including the \$30 tax rate, the District will need to utilize Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2029, subject to Board review and approval. The estimated amounts of \$12.1 million for the 2026 Series D issuance and \$27.1 million for the 2029 Series E issuance assume 4 percent average annual District assessed value growth moving forward. In addition, the average interest rate is assumed to be 4 percent, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25 years and will likely utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis includes assessed values for 2023-24 as published by the County.



**Figure B4: Projected Tax Rates (per \$100,000 AV) on Existing and Future Measure “D” Bond Issuances**



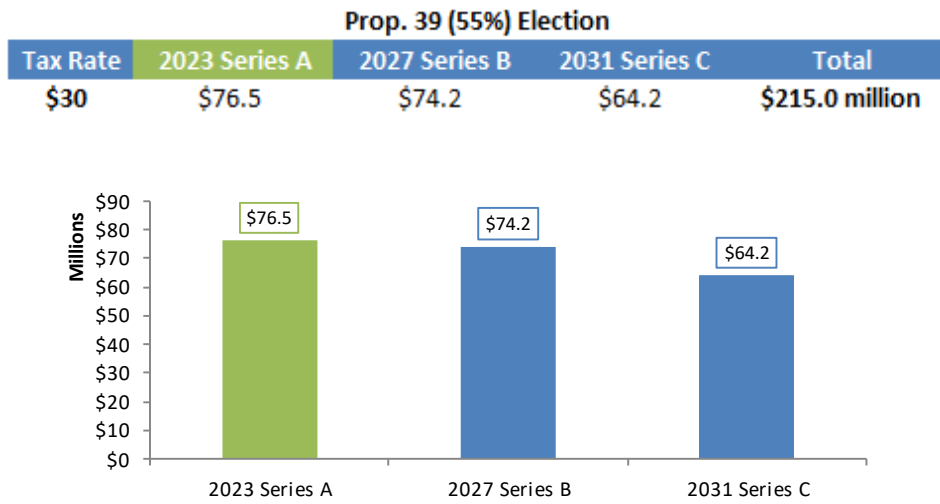
**B.1.2.1 ADDITIONAL G.O. BOND SALES – 2022 ELECTION**

Proposition 39 authorizes school districts to issue new bonds upon a 55 percent affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens’ oversight committee, and annual performance and financial audits. The District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

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

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

**Figure B4: Estimated 2022 Election Bond Proceeds**



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 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:** Valerie Mitchell, MPPA

**Date of Meeting:** June 26, 2024

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

### **Certification of Signatures (Mitchell)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**


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

**OXNARD SCHOOL DISTRICT**

**CERTIFICATION OF SIGNATURES**

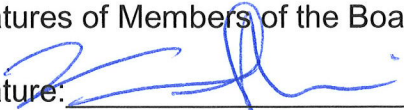
I, Dr. Anabolena DeGenna, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures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

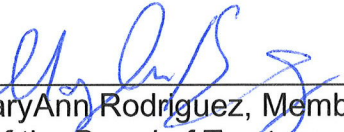
Unless amended by Board action, these approved signatures will be considered valid for the period of July 1, 2024 through December 31, 2024.

Date of Board Action: June 26, 2024      Signature:   
Dr. Anabolena DeGenna,  
Secretary to the  
Board of Trustees

**PART I**

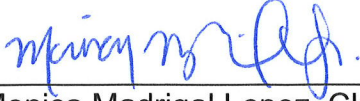
Signatures of Members of the Board

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

Signature:   
MaryAnn Rodriguez, Member  
of the Board of Trustees

Signature:   
Rose Gonzales, Member  
of the Board of Trustees


Signature:   
Brian R. Melanephy, Member  
of the Board of Trustees

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

\*Education Code Sections  
42632, 42633

**PART 2**

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

Signature: 

Dr. Anabolena DeGenna

Title: District Superintendent


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

Signature: 

Dr. Natalia Torres

Title: Assistant Superintendent, Human Resources

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

Signature: 

Valerie Mitchell, MPPA

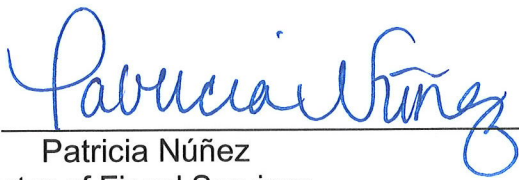
Title: Assistant Superintendent, Business and Fiscal Services

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

**Page Three**

Signature:   
Dr. Aracely Fox  
Title: Assistant Superintendent, Educational Services

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

Signature:   
Patricia Núñez  
Title: Director of Fiscal Services

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

Signature:   
Melissa Reyes  
Title: Interim Director of Purchasing

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



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of 2024-25 Education Protection Account (EPA) Spending Plan (Mitchell/Núñez)**

---

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the state sales tax rate for all taxpayers and the personal income tax rates for upper income taxpayers.

The revenues generated from Proposition 30 are deposited into a state account Proposition 30, approved by voters on November 6, 2012, temporarily increases the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. Revenues from Proposition 30 are deposited into the Education Protection Account (EPA).

School districts, county offices of education, and charter schools receive funds from the EPA based on their proportionate share of the statewide revenue limit amount, with a corresponding reduction in their revenue limit or general purpose state aid.

LEAs have received EPA payments quarterly since the 2013-14 fiscal year. The use of EPA funds must be determined by the governing board at an open public meeting and can only be spent on instructional functions.

It is estimated that the Oxnard School District will receive \$44,171,651 in EPA funding for the 2024-25 fiscal year. The Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services recommend using the funds as outlined in the attachment.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees approve the 2024-25 Education Protection Account Spending Plan as per the attachment.

#### **ADDITIONAL MATERIALS:**

**Attached:** [2024-25 Planned Education Protection Account Expenditures \(1 page\)](#)



**Oxnard School District  
 2024-25 Planned Education Protection  
 Account Expenditures**

**2024-25 Adopted Budget**

**Estimated EPA Amount Available**

**\$ 44,171,651**

Estimated Amount per Site Distribution-Expenditure Function 1000  
 (Instruction, Salary & Benefits)

Soria	\$	2,658,602
Curren	\$	2,914,424
Driffill	\$	2,982,427
Elm	\$	1,567,312
Frank	\$	3,393,684
Fremont	\$	2,525,834
Harrington	\$	1,716,272
Lopez	\$	2,622,981
Chavez	\$	2,340,606
Kamala	\$	2,668,317
Lemonwood	\$	2,801,085
Marina West	\$	1,502,547
McAuliffe	\$	1,716,272
McKinna	\$	1,816,657
Marshall	\$	2,635,934
Ramona	\$	1,683,889
Brekke	\$	1,910,567
Rose Avenue	\$	1,434,544
Sierra Linda	\$	1,595,809
Ritchen	\$	1,683,889
	\$	44,171,651

**2024-25 Total Estimated Expenditures**

**\$ 44,171,651**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

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

---

District enrollment as of May 31, 2024 was 13,531. This is 672 less than the same time last year.

#### **FISCAL IMPACT:**

N/A

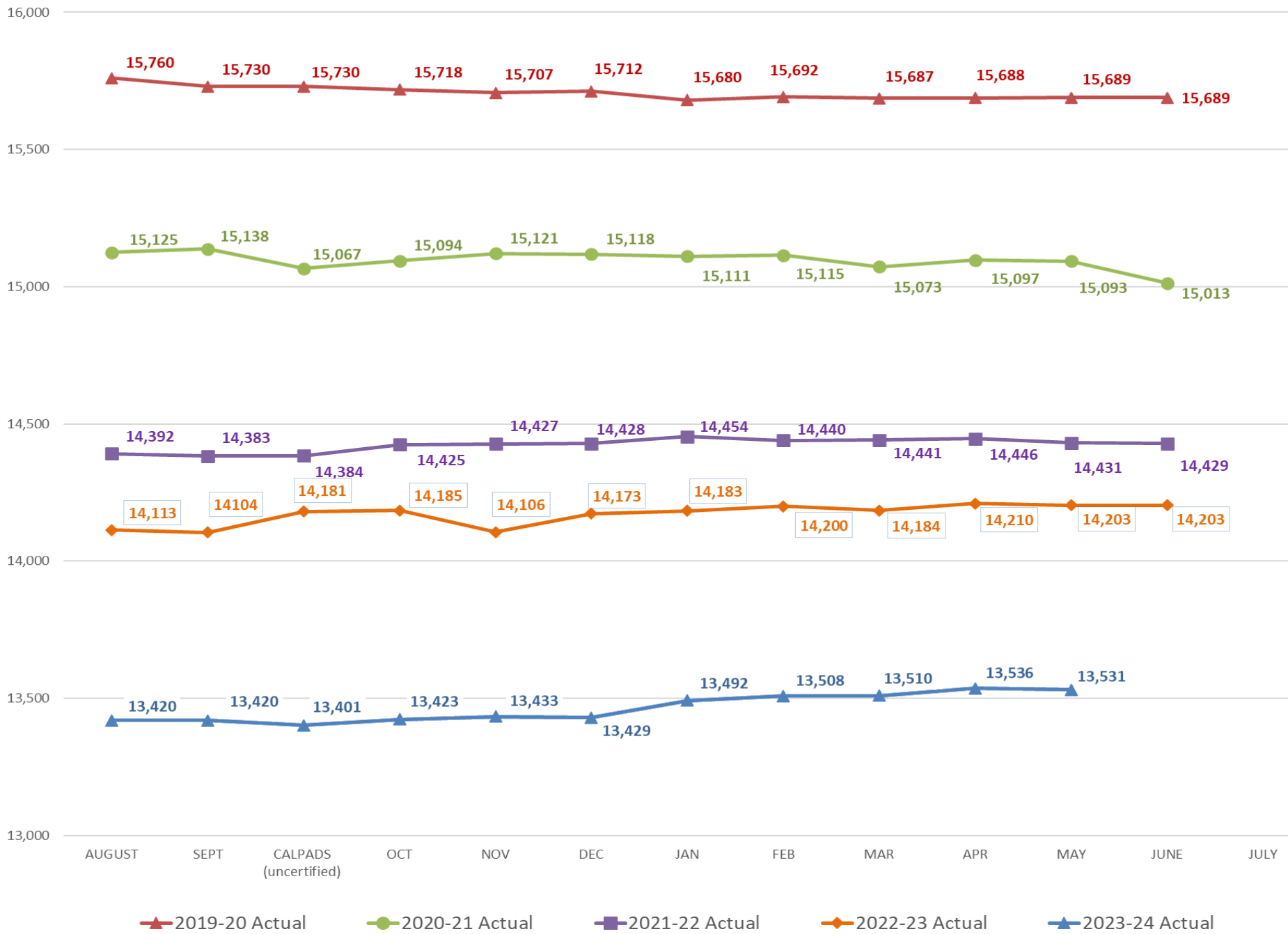
#### **RECOMMENDATION:**

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:** June 26, 2024

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

### **Purchase Order/Draft Payment Report #23-11 (Mitchell /Franz)**

---

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

1. A listing of Purchase orders issued 5/02/2024 through 6/10/2024 for the 2023-2024 school year, for \$4,389,349.48.
2. A listing of Purchase orders issued 5/02/2024 through 6/10/2024 for the 2024-2025 school year, for \$281,948.53.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-11 as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #23-11 \(16 Pages\)](#)

**Includes Purchase Orders dated 05/02/2024 - 06/10/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP24-00070	Sysco Food Services Of Ventura	640	SUP	130-9320	2,128.50
NP24-00071	Calif Dept Of Educ	640	SUP	130-9320	356.85
NP24-00072	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	5,904.63
NP24-00073	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	3,264.18
NP24-00074	Calif Dept Of Educ	640	SUP	130-9320	370.50
NP24-00075	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	3,066.76
NP24-00076	Calif Dept Of Educ	640	SUP	130-9320	195.00
NP24-00077	Calif Dept Of Educ	640	SUP	130-9320	1,052.42
P24-05199	NORTHERN SPEECH SERVICES, INC	380	LCAP_1.30 Materials & supplies for Lauren Moore	010-4300	173.65
P24-05230	Veritiv Operating Company	003	stores supplies	010-9320	22,511.26
P24-05257	IMAGE APPAREL FOR BUSINESS	620	SERV (23-24 UNIFORMS - GALVAN/MARIN/ZARAGOZA)	010-5800	505.12
P24-05258	SMART AND FINAL-C.I. BLVD	003	stores supplies	010-9320	373.68
P24-05259	COSTCO WHOLESALE CORPORATION	041	LCAP_1.24(Mat-Sup) PO Costco	010-4300	546.25
P24-05260	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	360	CONF-LCAP 3.01	010-5200	160.00
P24-05261	SCHOOL SERVICES OF CALIFORNIA, INC.	100	SSC- May Revision Workshop	010-5200	325.00
P24-05262	CDW G	100	Headset	010-4300	331.36
P24-05263	Student Transportation America	055	LCAP_1.24_MARSHALL TO STATE BEACH 6/13/23	010-5800	392.50
P24-05264	TOUCHMATH ACQUISITION, LLC TOU CHMATH LLC	380	LCAP_1.30_ ONLINE LICENSE	010-5818	82,647.00
P24-05265	Schoolhouse Educational Service, Inc.	380	LCAP_1.30_ WEBINAR(JEFFEFERSON)	010-5200	90.00
P24-05266	CRISIS PREVENTION INSTITUTE	380	LCAP_1.30_ Travel & Conference Behaviorist Re-cert	010-5200	7,398.00
P24-05267	Calif Assn Of Latino Supt & Ad	100	CALSA Membership	010-5300	300.00
P24-05268	JW PEPPER	315	LCAP_1.06 MTRL/ELOP	010-4300	199.92
P24-05269	COASTAL ENTERPRISES	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	1,368.68
P24-05270	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	2,366.92
P24-05271	Gopher Sport	048	LCAP_1.06 MTL/SUPL	010-4300	627.31
P24-05272	Rochester 100, Inc	060	LCAP_1.24 MATL/SUP-Inst.	010-4300	677.35
P24-05273	CDW G	385	LCAP_2.05 EQUIP- laptop (LCSSP grant)	010-4418	2,121.14
P24-05274	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	10,677.88
P24-05275	SCHOOL TECH SUPPLY	004	LCAP_1.07_COMP SUP/ TV Replacements	010-4418	4,436.04
P24-05276	Spicers Paper Inc	655	Materials and Supplies	010-4300	3,898.31
P24-05277	ALASKA AIRLINES INC	100	SLA - Flight arrangements	010-5200	679.29
P24-05278	College Park Marriott Hotel MD	100	AAITE Hotel Conference	010-5200	697.21

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 05/02/2024 - 06/10/2024**

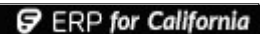
PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05279	HOTEL INDIGO SAN DIEGO GASLAMP	100	Hotel - Meeting at SDCOE	010-5200	272.38
P24-05281	AMERICA'S TEACHING ZOO	054	LCAP_1.24- Service- Admission- Instructional	010-5800	655.00
P24-05282	Hilton Garden Inn	300	LCAP_1.19 Travel-Conf Instruction CalEd Partners	010-5200	1,828.93
P24-05283	California School Boards Assoc	100	CSBA Delegate Assembly Luncheon	010-5225	66.00
P24-05284	ACSA/FEA	300	ACSA banquet registration	010-5200	75.00
P24-05285	ACSA/FEA	100	ACSA banquet registration	010-5200	375.00
P24-05286	ProSolve, LLC	315	LCAP_1.06 SERV/ELOP	010-5800	48,460.00
P24-05287	Taft Electric	630	Professional Service / Marshall	010-5800	262.00
P24-05288	BOBCAT OF VENTURA	630	Repairs / Trailer	010-5632	1,345.58
P24-05289	Crown Equipment Corporation db a. Crown Lift Trucks	630	LCAP_1.06_ELOP / Equipment	010-4400	1,280.41
P24-05290	Diversified Lighting Supply	630	Electrical Materials and Supplies	010-4321	7,221.43
P24-05291	Diversified Lighting Supply	630	Electrical Materials and Supplies	010-4321	3,251.28
P24-05292	Dial Security	630	Bond Funds / Prof Service / Rose Ave	215-6274	1,840.32
P24-05293	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Rental/Kamala Chiller	010-5600	10,500.00
P24-05294	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	630	LCAP_1.06 SERV/ELOP	010-5800	12,950.00
P24-05295	Traffic Technologies, LLC Tota l Signs & Screen Printing	630	Materials and Supplies	010-4300	1,261.84
P24-05296	NEWSEM AG, INC. dba. GREENE TR EE CARE	630	Grounds Professional Services	010-5800	39,060.00
P24-05297	Turf Star	630	Grounds Equipment Repair	010-5632	2,282.28
P24-05298	Interstate Group, LLC Trailers Plus	630	Grounds Equipment	010-4400	4,291.35
P24-05299	Interstate Group, LLC Trailers Plus	630	Grounds Equipment	010-4400	4,291.35
P24-05300	KENCO CONSTRUCTION SVCS INC	630	MARQUEE INSTALL- DSA IOR SCVS	010-5800	25,200.00
P24-05301	CHARTER COMMUNICATION HOLDINGS SPECTRUM	315	ELOP_1.06 COMM	010-5902	2,000.00
P24-05302	ALEXANDER NEVILLE FOUNDATION	385	SVC/ LCSSP GRANT	010-5800	15,000.00
P24-05303	CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE	630	RRM / LAB OF RECORD SVCS (MARQUEE INSTALLS)	010-5800	55,500.00
P24-05304	Yvonne Drayton dba. Missy's C upcake Creations	100	MTLS/SUPPLIES	010-4300	3,752.00
P24-05305	OILFIELD ELECTRIC COMPANY OILFIELD ELECTRIC & MOTOR	650	DEF MAINT- OSC ELECTRICAL UPGRADE	140-5800	46,130.00
P24-05306	Hilton Garden Inn Bellevue	315	LCAP_3.02 Conference	010-4300	2,507.46
P24-05307	BARNES AND NOBLE BOOKSELLERS, INC.	315	LCAP_1.08 MATL/SUPL RSGO	010-4300	2,076.12
P24-05308	Calif Dept Of Educ	640	SUP	130-4700	97.50
P24-05309	BARNES AND NOBLE BOOKSELLERS, INC.	380	LCAP_1.30 Materials & supplies for	010-4200	43.67
				010-4300	181.72

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 05/02/2024 - 06/10/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05310	Hyatt Regency John Wayne Airpo rt-Newport Beach	380	LCAP_1.30_ Travel & Conference Rooms for Psychs	010-5200	2,370.42
P24-05311	CN School & Office Sol, Inc Cu lver-Newlin	650	EQUIP (ED SVCS HALLWAY PANEL WALLS)	010-4400	6,606.81
P24-05312	CN School & Office Sol, Inc Cu lver-Newlin	650	EQUIP (HALLWAY PANEL WALLS)	010-4400	43,613.32
P24-05313	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-5818	1,245,040.29
P24-05314	Exceptional Teaching Inc	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	1,297.27
P24-05315	Cengage Learning, Inc	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	4,688.03
P24-05316	Houghton Mifflin Harcourt	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	29,890.80
P24-05317	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	4,209.05
P24-05318	Cengage Learning, Inc	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	4,688.03
P24-05319	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	22,942.99
P24-05320	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	20,129.69
P24-05321	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	19,910.98
P24-05322	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	8,659.80
P24-05323	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	29,518.80
P24-05324	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	21,519.30
P24-05325	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	16,337.74
P24-05326	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	21,868.85
P24-05327	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	16,868.20
P24-05328	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	14,932.07
P24-05329	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	13,500.37
P24-05330	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	12,024.45
P24-05331	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	26,605.00
P24-05332	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	29,569.70
P24-05333	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	18,203.13
P24-05334	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	14,981.29
P24-05335	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	16,468.68
P24-05336	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	12,857.16
P24-05337	SCHOOL TECH SUPPLY	200	EQUIP-HR DEPT	010-4400	30,655.12
P24-05338	Department Of Industrial Relat	630	Conveyance Fees / Lemonwood	010-5800	225.00
P24-05339	School Specialty Inc	003	stores supplies	010-9320	10,288.36
P24-05340	Walmart	038	LCAP_1.24-Materials Supplies J Mellring	010-4300	500.00
P24-05341	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	7,937.74
P24-05342	Uline	003	Warehouse Supplies	010-4300	643.76
P24-05343	Grainger Inc	003	stores supplies	010-9320	2,592.16
P24-05344	CARD INTEGRATORS CORPORATION C I SOLUTIONS	620	LCAP_4.04 ON LINE LICENCE/ MAINTENANCE AGREEMENT	010-5631	825.00
				010-5818	995.00
P24-05345	Extreme Clean	003	stores supplies	010-9320	4,833.22
P24-05346	CDW G	100	MAT/Supplies	010-4418	2,363.80
P24-05347	CDW G	060	LCAP 1.24 _ MATL/SUP-Ins STS Education	010-4418	4,535.80

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 05/02/2024 - 06/10/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05348	SCHOOL TECH SUPPLY	057	LCAP_1.24 Materials and Supplies	010-4418	3,131.51
P24-05349	CDW G	660	MTL/SUPP - Ergotron LX mnting kit - 2 LCD disp.	010-4318	421.65
P24-05350	AG Designs 805 Inc.	044	LCAP_1.24_MATERIALS & SUPPLIES	010-4300	8,597.92
P24-05351	GENESIS FLOOR COVERING INC	630	LCAP_1.06 SERV/ELOP	010-5800	60,637.54
P24-05352	Ashton Awards Inc Aswell Troph y	060	LCAP_1.24 MATL/SUP-Inst Ms. Luna	010-4300	409.82
P24-05353	Maad Graphics	054	LCAP_1.24-matl/sup-instructional	010-4300	1,276.59
P24-05354	CARNITAS EL BROTHER INC	048	LCAP_1.24 MTLs/SUPL-INCENTIVE	010-4300	1,311.00
P24-05355	Lakeshore Learning Materials	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	262.10
P24-05356	Ashton Awards Inc Aswell Troph y	200	MATL/SUPP	010-4300	32.78
P24-05357	Cengage Learning, Inc	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	18,633.14
P24-05358	Maad Graphics	060	LCAP_1.24 MATL/SUP-Ins	010-4300	1,546.98
P24-05359	ODP BUSINESS SOLUTIONS, LLC	042	LCAP_1.24 MATL-SUPL	010-4300	69.44
P24-05360	Uline	315	LCAP_1.06 MATL/SUPL	010-4300	2,410.91
P24-05361	Uline	315	LCAP_1.06 MATL/SUPL	010-4300	1,310.31
P24-05362	Uline	315	LCAP_1.06 MATL/SUPL	010-4300	3,141.17
P24-05363	Uline	315	LCAP_1.06 MATL/SUPL PT 2	010-4300	3,141.17
P24-05364	ODP BUSINESS SOLUTIONS, LLC	042	LCAP_1.24 MATL-SUPL	010-4300	416.64
P24-05365	SANTA BARBARA ZOO	036	LCAP_1.24_ (services)	010-5800	630.00
P24-05366	Walmart	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4300	500.00
P24-05367	Olive Garden Restaurants	052	LCAP_1.24 - MATL/SUPL-Parent Participation	010-4300	1,007.26
P24-05368	Cream Co. LLC	640	SUP	130-4700	13,749.00
P24-05369	Grainger Inc	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	531.63
P24-05370	CN School & Office Sol, Inc Cu lver-Newlin	041	MATL/SUP (STOOLS FOR ROBOTICS LAB)	010-4300	2,106.78
P24-05371	LIBERTY PAPER	003	Stores Supplies	010-9320	27,209.81
P24-05372	INOCENTE GARCIA GARCIA CATERIN G GRILL	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	1,338.00
P24-05373	Omni Hotels Management Corp Om ni La Costa Resort & Spa	100	Hotel - ACSA Women Forum	010-5200	1,032.33
P24-05374	School Outfitters	315	LCAP_1.06 EQPT/ELOP (Portable Partitions)	010-4400	7,275.94
P24-05375	International E-Z UP Inc	315	LCAP_1.06 Mtrl (OSD Creates)	010-4300	3,589.96
P24-05376	Spicers Paper Inc	655	Materials and Supplies	010-4300	3,860.35
P24-05377	SANTA BARBARA ZOO	044	LCAP_1.24 ENTRANCE FEES	010-5800	450.00
P24-05378	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	385	SERV	010-5800	3,615.76
P24-05379	Southwest School & Office Sup	003	stores supplies	010-9320	7,303.47
P24-05380	Amazon Com	003	STORES- PPE SUPPLIES (CLOROX WIPES)	010-4300	6,898.71
P24-05381	Amazon Com	100	MTLS/SUPPLIES	010-4300	81.50
P24-05382	ODP BUSINESS SOLUTIONS, LLC	003	Warehouse Supplies	010-4300	166.14

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**Includes Purchase Orders dated 05/02/2024 - 06/10/2024**

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P24-05383	Amazon Com	003	Warehouse Supplies	010-4300	51.49
P24-05384	National Assoc. of Special Education Teachers, Inc.	380	LCAP_1.30_CERTIFICATION	010-5300	2,200.00
P24-05385	CDW G	004	SOFTWARE/Adobe CC	010-5818	12,775.96
P24-05386	Ashton Awards Inc Aswell Trophy	040	LCAP_1.24 MATL/SUPL	010-4300	209.76
P24-05387	RAINBOW MEALWORMS, INC	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	68.30
P24-05388	CDW G	200	EQUIP (M Magana)	010-4400	421.74
P24-05389	BARNES AND NOBLE BOOKSELLERS, INC.	053	LCAP_1.24- Books- Instructional	010-4200	380.03
P24-05390	CDW G	004	MAT/SUP- Desk Clamps	010-4300	240.24
P24-05391	ORIENTAL TRADING COMPANY	315	LCAP_1.06 Mtrl/Sup	010-4300	620.59
P24-05392	BARNES AND NOBLE BOOKSELLERS, INC.	100	Book Order	010-4200	706.30
P24-05393	ELOY LUNA CASTRO LUNA'S PARTY RENTAL	056	LCAP_1.24_Rentals	010-5600	321.20
P24-05394	Ccp Industries	003	stores supplies	010-9320	731.98
P24-05395	Pioneer Chemical Co	003	stores supplies	010-9320	344.68
P24-05396	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	9,831.89
P24-05397	CARNITAS EL BROTHER INC	054	LCAP_1.24-matl/sup-instructional	010-4300	1,059.73
P24-05398	LABSOURCE, INC	003	stores supplies	010-9320	226.69
P24-05399	DOUBLETREE BY HILTON LOS ANGEL ES DOWNTOWN	380	LCAP_1.30_ Travel & Conference rooms Behaviorist	010-5200	439.22
P24-05400	DICK BLICK COMPANY BLICK ART MATERIALS	032	LCAP_1.06 MATL-SUPL (INST)	010-4300	351.57
P24-05401	Southwest Airlines	100	Californias Together - Flight arrangements	010-5200	333.96
P24-05402	Ventura Co Sch Self-Funding	610	Deductible for Property Insurance GHC0050239	010-5455	10,000.00
P24-05403	COUNTY OF VENTURA	630	Conference / Porfirio Ramirez	010-5200	379.00
P24-05404	ACCO BRANDS USA LLC	044	LCAP_1.24_MATL_	010-5600	402.03
P24-05405	Lowe's	040	LCAP_1.24 MATL/SUPL	010-4300	97.76
P24-05406	City Of Oxnard	630	Industrial Waterwaste Fees / Various Sites	010-5800	1,900.00
P24-05407	Veritiv Operating Company	003	stores supplies	010-9320	14,992.38
P24-05408	Uline	003	stores supplies	010-9320	1,428.81
P24-05409	PANERA BREAD COMPANY PANERA LLC	640	SUP - Staff meeting 5/10	130-4300	502.33
P24-05410	Affordable Tables And Chairs	058	LCAP_1.24 Mtl's & Supplies Promotion 350 chairs	010-5800	625.00
P24-05411	Digital Scepter Corporation	004	SERV (Srvr & Wrkstation AntiVirus Software)	010-5800	61,781.12
P24-05412	RESOURCES UNLIMITED, LLC	004	SERV/DiSC Assessment	010-5800	1,606.50
P24-05413	Petroleum Telecom Inc DBA Telecom	052	LCAP_1.24 - MATL/SUPL-Inst	010-4300	989.81
P24-05414	Angel Tarango Angel's Backflow Service Inc	630	Grounds Repairs / Backflows Various Sites	010-5632	2,995.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05415	TOM HENSON HENSON MUSIC CENTER	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,000.00
P24-05416	Museum of Science	315	LCAP_1.12 Summer Mtrl/Supl	010-4300	56,631.84
P24-05417	Ashton Awards Inc Aswell Troph y	300	MATAL/SUP (Promotions 23-24)	010-4300	18,261.75
P24-05418	Petroleum Telcom Inc DBA Telec om	040	LCAP_1.24 MATL-SUPL	010-4300	425.79
P24-05419	Ashton Awards Inc Aswell Troph y	041	LCAP_1.24(Mat-Sup) Reagan-Ancient Greek Olympics	010-4300	318.57
P24-05420	Mathletic Performance, Inc.	315	LCAP_1.12 Summer Mtl/supl	010-4300	5,097.98
P24-05421	Southwest Plastic Binding Co S outhwest Binding & Laminating	655	Materials and Supplies	010-4300	236.58
P24-05422	BARNES AND NOBLE BOOKSELLERS, INC.	053	LCAP_1.24- Books- Instructional	010-4200	838.61
P24-05423	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	315	LCAP_1.06 MATL/SUPL (OSD Creates)	010-4300	10,094.70
P24-05424	Ashton Awards Inc Aswell Troph y	044	LCAP_1.24matl	010-4300	141.59
P24-05425	TOM HENSON HENSON MUSIC CENTER	044	LCAP_1.24_MATL	010-4300	655.34
P24-05426	MAGIC JUMP RENTALS VENTURA LLC	041	LCAP_1.24 (Mat-Sup)	010-4300	5,955.20
P24-05427	Ashton Awards Inc Aswell Troph y	056	LCAP_1.24-AR Trophies	010-4300	915.41
P24-05428	Dial Security	630	Professional Services / Panic Button	010-5800	163.00
P24-05429	Dial Security	630	LCAP_1.06 SERV/ELOP	010-5800	448.00
P24-05430	CITY OF OXNARD OXNARD FIRE DEP ARTMENT	630	Professional Service/ Fire False Alarm	010-5800	300.00
P24-05431	Southwest Airlines	100	May Delegate Assembly - Flight arrangements	010-5225	653.96
P24-05432	Sheraton Grand Sacramento	100	Delegate Assembly - Hotel Arrangements	010-5225	1,090.89
P24-05433	Uline	315	LCAP_1.06 MATL/SUPL (OSD Creates)	010-4300	2,136.37
P24-05434	Home Depot Inc	315	LCAP_1.06 MATL/SUPL Blanket PO	010-4300	4,370.00
P24-05435	COSTCO WHOLESALE CORPORATION	003	Stores Supplies	010-9320	1,664.03
P24-05436	JOSEPHINE VALDEZ RAMIREZ	360	SERV/SUPP CONC (GOAL 3, ACTIVITY 1)	010-5800	1,525.00
P24-05437	Sports Facilities Group, Inc	630	Materials and Supplies	010-4300	118.96
P24-05438	Avanti Restaurant Solutions	640	EQUIP	130-6400	11,980.58
P24-05439	Avanti Restaurant Solutions	640	EQUIP	130-6400	6,067.35
P24-05440	Avanti Restaurant Solutions	640	EQUIP	130-4400	3,505.41
P24-05441	Jostens, Inc	051	LCAP_1.24 MAT/SUPPLIES	010-4300	2,418.80
P24-05442	Jostens, Inc	055	LCAP_1.24_ 8TH GRADE PROMOTION GOWNS	010-4300	2,163.15
P24-05443	Wonder Workshop Inc	060	lcap_1.24 MATL/SUP-Ins	010-4300	899.95
P24-05444	Acorn Paper Products Co	003	stores supplies	010-9320	1,522.67
P24-05445	School Specialty Inc	003	stores supplies	010-9320	1,772.80

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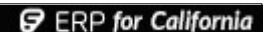
PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05446	Lucha Inc. Inlakech Cultural A rts Center	360	SERV- LCAP_3.01	010-5800	300.00
P24-05447	ALASKA AIRLINES INC	100	NSPRA & UnboundED Stand- Flight arrangements	010-5200	1,409.31
P24-05448	Ventura Co Office Of Education	380	SERV (JB080313)	010-5100	24,600.00
				010-5800	25,000.00
P24-05449	Affordable Tables And Chairs	100	MAT/SUP	010-5600	590.00
P24-05450	YAMINAH LEGOHN ART OF LEGOHN L LC	360	SERVICE/ LCAP_3.1	010-5800	260.00
P24-05451	Yvonne Drayton dba. Missy's C upcake Creations	100	MTLS/SUPPLIES	010-4300	4,140.00
P24-05452	ORIENTAL TRADING COMPANY	315	LCAP_1.06 MATL/SUPL	010-4300	127.70
P24-05453	Uline	315	LCAP_1.06 MATL/SUPL (OSD Creates)	010-4300	3,174.90
P24-05454	Uline	315	LCAP_1.06 Matl/Supl	010-4300	1,440.91
P24-05455	ALVARO VENEGAS dba/ SWEAT III	040	T1/ T3 - SERV (LCAP 1.18/ 3.2)	010-5800	11,200.00
P24-05456	History Brought To Life	054	SVC/ DONATION	010-5800	830.00
P24-05457	INOCENTE GARCIA GARCIA CATERIN G GRILL	360	LCAP_3.01 Supplies/Refreshments	010-4300	1,529.50
P24-05458	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 NIGHT CUST UNIF (P.MUNOZ)	010-5800	144.00
P24-05459	CN School & Office Sol, Inc Cu lver-Newlin	200	EQUIP (HR - KYOS CHAIRS)	010-4300	2,383.07
P24-05460	School Specialty Inc	003	stores supplies	010-9320	59.14
P24-05461	Uline	315	LCAP_1.06 MATL/SUPL PT 2	010-4300	3,272.25
P24-05462	Lakeshore Learning Materials	066	LCAP_1.13-MATL/SUP-Instructional( N.Raptodimos)	010-4300	51.88
P24-05463	WISHTOYO FOUNDATION	032	LCAP_1.24 SERV (INST)	010-5800	400.00
P24-05464	Lakeshore Learning Materials	059	LCAP_1.13 (Mat/Sup)	010-4300	693.30
P24-05465	Traffic Technologies and Signs	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	644.58
P24-05466	UNDERWOOD FAMILY FARMS LP	640	FIELD TRIP/FARM TO FORK	130-5800	960.00
P24-05467	SPECIALIZED BUSINESS SYSTEMS, INC	380	LCAP 1.13_REPAIR	010-5632	1,628.60
P24-05468	Aswell Trophy And Engraving	042	LCAP_1.24 MATL-SUPL	010-4300	3,526.32
P24-05469	Affordable Tables And Chairs	360	LCAP_3.01 RNTL	010-5600	800.00
P24-05470	Acorn Paper Products Co	003	stores supplies	010-9320	1,157.84
P24-05471	Affordable Tables And Chairs	315	LCAP_1.06 OSD Creates	010-4300	4,690.00
P24-05472	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	052	LCAP_1.24 - MATL/SUPL-INSTR	010-4300	4,788.43
P24-05473	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	5,772.72
P24-05474	Lakeshore Learning Materials-V	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	5,462.50
P24-05475	COSTCO WHOLESALE CORPORATION	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	4,370.00
P24-05476	Walmart	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	273.13
P24-05477	Lakeshore Learning Materials-V	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	100.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05478	SMART AND FINAL-C.I. BLVD	003	stores supplies	010-9320	278.49
P24-05479	International E-Z UP Inc	315	LCAP_1.06 Mtrl (OSD Creates)	010-4300	1,691.19
P24-05480	California Science Center	315	LCAP_1.12 Field Trip	010-5800	150.00
P24-05481	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	LCAP_1.12 Serv-FT	010-5800	66,930.00
P24-05482	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	LCAP_1.12 Serv-FT	010-5800	66,930.00
P24-05483	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	LCAP_1.12 Serv-FT	010-5800	66,930.00
P24-05484	Ccp Industries	003	stores supplies	010-9320	1,199.02
P24-05485	Extreme Clean	003	stores supplies	010-9320	6,804.09
P24-05486	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	5,939.49
P24-05487	Southwest Plastic Binding Co S outhwest Binding & Laminating	003	stores supplies	010-9320	2,764.69
P24-05488	Sunbelt Rentals, Inc	315	LCAP_1.06 MATL/SUPL (OSD Creates)	010-4300	1,680.94
P24-05489	NextGen Dining Group, Inc. dba . Jersey Mike's Subs	640	MATL/SUP	130-4300	936.90
P24-05490	Ventura Co Sch Self-Funding	610	Deductible for Property Insurance VC241232	010-5455	10,000.00
P24-05491	Ventura Co Sch Self-Funding	610	Deductible for Property Insurance VC241231	010-5455	10,000.00
P24-05492	City Of Oxnard	630	City Fees / Rose Avenue Reconstruction	215-6250	71,147.09
P24-05493	ProSolve, LLC	315	LCAP_1.06 MTRL	010-4300	21,679.88
				010-5818	40,262.62
P24-05494	CDW G	380	LCAP_1.13_ COMPUTER EQUIPMENT(L.DIAZ)	010-4318	1,862.25
P24-05495	CARNITAS EL BROTHER INC	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	213.14
P24-05496	Jostens, Inc	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	2,084.49
P24-05497	SEESAW LEARNING INC	040	LCAP_1.24 SUBSCRIPTIONS/APPS	010-5818	693.00
P24-05498	Lucha Inc. Inlakech Cultural Arts Center	050	LCAP_1.24SERV	010-5800	700.00
P24-05499	Jostens, Inc	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,104.16
P24-05500	Bernardo's Flowers Inc	032	LCAP_1.24 MATL-SUPL	010-4300	489.78
P24-05501	SCHOOL TECH SUPPLY	059	LCAP_1.13 (Comp)	010-4318	303.70
				010-4400	2,310.17
P24-05502	Lakeshore Learning Materials	066	LCAP_1.13 - MATL/SUP-Instructional (G.Santillan)	010-4300	249.64
P24-05503	Lakeshore Learning Materials	066	LCAP_1.24-MATL/SUP-Instructional	010-4300	81.90
P24-05504	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies	010-4300	1,680.22
P24-05506	Tom Rey Garcia dba/ Tomas Cafe & Gallery	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	386.73
P24-05507	ODP BUSINESS SOLUTIONS, LLC	041	LCAP_2.04(Mat-Sup) Wellness Center- Frank	010-4318	162.77
P24-05508	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	242.03
P24-05509	Lakeshore Learning Materials-V	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	300.00

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P24-05510	Walmart	059	LCAP_1.13 (Mat/Sup)	010-4300	700.00
P24-05511	ZACHARI DUNES MANDALAY BEACH	640	CONF/TRAINING	010-5200	5,744.46
				130-5200	604.77
P24-05512	Orange Co Dept Of Education	345	LCAP_1.20 Conf-TOSA	010-5200	499.00
P24-05513	Ashton Awards Inc Aswell Troph y	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	750.00
P24-05514	Ashton Awards Inc Aswell Troph y	044	LCAP 1.24 MATERIALS & SUPPLIES	010-4300	510.20
P24-05515	Ashton Awards Inc Aswell Troph y	200	MATL/SUPP (Retirement)	010-4300	8,500.00
P24-05516	Ashton Awards Inc Aswell Troph y	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	502.59
P24-05517	Maad Graphics	054	LCAP_1.24- Matl/sup-instructional	010-4300	382.38
P24-05518	Petroleum Telcom Inc DBA Telec om	054	LCAP_1.24- Matl/sup-instrucitonal	010-4300	494.90
P24-05519	Petroleum Telcom Inc DBA Telec om	059	LCAP_1.13 (Radios)	010-5600	2,159.51
P24-05520	Maad Graphics	060	LCAP_1.24 MATL/SUP-Ins Kindness Club	010-4300	185.73
P24-05521	National Assoc. of Special Edu cation Teachers, Inc.	380	LCAP_1.30_CERTIFICATION( KROENER)	010-5300	1,100.00
P24-05522	COMPUWAVE	066	LCAP_1.24-MATL/SUP-Instructional	010-4300	114.71
P24-05523	BARNES AND NOBLE BOOKSELLERS, INC.	036	LCAP_1.24_ MATL-SUPL (INST)	010-4200	545.16
P24-05524	Silver Fox Inc. dba, Community Discount Card	055	LCAP_1.24_ DISCOUNT CARD FUNDRAISER	010-4300	1,875.00
P24-05525	Coast To Coast Computer Prod	041	LCAP_1.24(Mat-Sup) Ink	010-4318	86.29
P24-05526	ACSA/FEA	300	LCAP 1.19_ TRAV/CONF - (ACSA - Lauchland-Khan)	010-5200	4,200.00
P24-05527	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	300	LCAP_1.36 CONF LCAP Goal 1,36	010-5800	5,635.79
P24-05528	Model 1 Commercial Vehicles	620	LCAP_1.06 + LCAP_4.04 EQUIP ( 5 REV )	010-6400	540,405.74
P24-05529	SCHOOL TECH SUPPLY	315	LCAP_1.06 MATL/SUPL	010-4300	8,986.12
				010-4418	12,379.12
P24-05530	Gopher Sport	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,418.89
P24-05531	School Nurse Supply Co	066	LCAP_1.24-MATL/SUP-Instructional	010-4300	416.18
P24-05532	DRY CLEAN LA	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	2,359.80
P24-05533	Printech	060	LCAP_1.24 MATL/SUP-Ins - INK	010-4300	352.79
P24-05534	OFFICE SOLUTIONS BUSINESS PROD UCTS AND SERVICES LLC	046	LCAP_1.24 MATL-SUPL (INST)	010-4400	1,317.54
P24-05535	SHRM	200	CONF (Prep & Cert Prog)	010-4300	768.99
				010-5200	363.48
				010-5300	264.00
P24-05536	OFFICE SOLUTIONS BUSINESS PROD UCTS AND SERVICES LLC	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	381.10
P24-05537	Dunn Edwards	630	LCAP_1.06 MATS SUPS/ELOP	010-5800	1,181.10
P24-05538	BARNES AND NOBLE BOOKSELLERS, INC.	385	Books (legal)	010-4200	228.39

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**Includes Purchase Orders dated 05/02/2024 - 06/10/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05539	Miguel Ochoa 805 wraps LLC	054	LCAP_1.24- matl/sup-instructional	010-4300	193.95
P24-05540	Edpuzzle Inc	041	LCAP_1.24(Mat-Sup) EdPuzzle subscription	010-5818	2,940.00
P24-05541	School Health Corporation	385	MAT/SUP-	010-4300	40.15
P24-05542	EL POLLO NORTENO INC	040	LCAP_1.24 MATL/SUPL	010-4300	330.90
P24-05543	CDW G	004	LCAP_1.07_COMP SUP-Tech Rpl	010-4318	21,850.00
P24-05544	BMI Systems Group	004	MAT/SUP- iPad Asset Tags	010-4300	483.85
P24-05545	J. Sweigart Inc dba. BDJtech	004	SERV-iPad White Glove	010-5800	22,500.00
P24-05546	SCHOOL TECH SUPPLY	059	LCAP_1.13	010-4400	152.94
P24-05547	YARIJANIAN & ASSOC. PROFESSIONAL CORP.	380	SERV-ATTORNEY FEES(SPED:LB)	010-5899	4,250.00
P24-05548	Golf N Stuff	315	LCAP_1.06 ELOP Enrichment (McAuliffe ASP)	010-5800	640.00
P24-05549	Lakeshore Learning Materials-V	066	LCAP_1.13- MATL/SUP-Instructional (N.Espinoza)	010-4300	125.00
P24-05550	Walmart	066	LCAP_1.13 -MATL/SUP-Instructional (N.Espinoza)	010-4300	125.00
P24-05551	Rosalina Guzman dba. La Mixtec a Restaurante	300	LCAP_3.01-Supplies/Refreshments	010-4300	1,130.74
P24-05552	COSTCO WHOLESALE CORPORATION	056	LCAP_1.24_Matl&Supl. refreshments	010-4300	218.50
P24-05553	Lifetouch	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	1,425.73
P24-05554	Lowe's	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	2,185.00
P24-05555	SKATING PLUS	041	LCAP_1.24(Mat-Sup) Entrance fee-Skating Plus	010-5800	500.00
P24-05556	VENTURA UNIFIED SCHOOL DIST	660	2023-24 SPED Tuition/Excess Costs	010-7141	90,970.71
P24-05557	ODP BUSINESS SOLUTIONS, LLC	100	MAT/SUP	010-4300	241.17
P24-05559	Univ Of Southern California	630	Travel and Conference / Jose Meza, Andre Vriese	010-5200	3,600.00
P24-05560	LA Holdco LLC dba. Los Angeles Dodgers LLC	315	LCAP_1.12 Serv-FT	010-5800	24,734.00
P24-05561	Student Transportation America	038	LCAP_1.24 - Aquarium of the pacific June 4	010-5800	2,073.02
P24-05562	Golf N Stuff	032	LCAP_1.24 SERV (INST)	010-5800	1,000.00
P24-05563	GOBULK.COM	060	LCAP_1.24 MATL/SUP-Ins Headphone Go Bulk	010-4300	2,977.06
P24-05564	Learning Without Tears	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4200	490.76
P24-05565	EVENTOS ANA, INC.	200	RENTAL (VCOE Induction)	010-5600	200.00
P24-05566	Affordable Tables And Chairs	360	LCAP_3.01 RNTL	010-5600	610.00
P24-05567	Koolmex Cj's BBQ	360	LCAP_3.01-Supplies/Refreshments	010-4300	810.21
P24-05568	Stix Holdings, LLC	640	SUP	130-4300	250.00
P24-05569	Angel Tarango Angel's Backflow Service Inc	630	Professional Services / Backflow testing	010-5800	960.00
P24-05570	Angel Tarango Angel's Backflow Service Inc	630	Grounds Repairs / Backflows Various Sites	010-5632	2,111.00
P24-05571	SIGNET CONTROLS, INC	630	Profesional Services / Frank Chiller	010-5800	1,647.43

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**Includes Purchase Orders dated 05/02/2024 - 06/10/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05572	Lakeshore Learning Materials	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	1,199.57
P24-05573	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	055	LCAP_2.04_ MAT/SUP FOR WELLNESS CENTER	010-4300	974.51
P24-05574	BSN Sports	003	stores supplies	010-9320	2,376.41
P24-05575	AG Designs 805 Inc.	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	7,476.75
P24-05576	Koolmex Cj's BBQ	360	LCAP_3.01-Supplies/Refreshments	010-4300	810.21
P24-05577	Acorn Paper Products Co	003	stores supplies	010-9320	2,504.25
P24-05578	LABSOURCE, INC	003	stores supplies	010-9320	272.03
P24-05579	Jersey Mike's-Victoria Ave	640	Food	130-4700	1,533.87
P24-05580	Ashton Awards Inc Aswell Troph y	036	LCAP_1.24 MTLs/SUPPLIES	010-4300	198.91
P24-05581	Lowe's	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	426.05
P24-05582	Div Of The State Architect	630	DSA Fees / Kamala Marquee	010-5800	1,515.27
P24-05583	Every Special Child LLC	380	LCAP_2.09_SERV(RSP TEACHER-C.RICH)	010-5100	31,680.00
P24-05584	Lifetouch	038	matl/supp-Medrano	010-4300	4,076.40
P24-05585	Home Depot Inc	385	MAT/SUP Ice maker Brekke's Health Office	010-4300	339.85
P24-05586	Home Depot Inc	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	681.00
P24-05587	Petesehria, LLC PizzaMan Dan's	056	LCAP_1.24_Matl&supl. Refrshments	010-4300	294.70
P24-05588	Veritiv Operating Company	003	stores supplies	010-9320	23,173.45
P24-05589	Amazon Com	003	stores supplies	010-9320	525.95
P24-05590	JACINTO MENDETA MONICA'S FLOWE RS	032	LCAP_1.24 MATL-SUPL	010-4300	325.00
P24-05591	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	13,471.50
P24-05592	Spicers Paper Inc	655	Materials and supplies	010-4300	5,466.49
P24-05593	Ashton Awards Inc Aswell Troph y	051	LCAP_1.24 MTLs/SUPPLIES	010-4300	290.39
P24-05594	Edgewood Press, Inc	003	Stores Supplies	010-9320	1,283.33
P24-05595	Walmart	057	LCAP_1.24 Materials and Supplies	010-4300	327.75
P24-05596	Amazon Com	385	LCAP_2.04 MTLs/SUPPLIES	010-4300	668.86
P24-05597	AMN ALLIED SERVICES LLC	380	LCAP_2.9 (SERV/SPEC ED)	010-5100	300,000.00
P24-05598	Printech	050	LCAP_1.24_Ink Supplies for Duplo Machines	010-4300	540.79
P24-05599	Liz Party Rental	050	LCAP_1.24 RENTALS	010-5600	120.00
P24-05600	CDW G	660	LCAP_COMPUTER EQUIPMENT/SUPPL	010-4418	1,829.94
P24-05601	Southwest School & Office Sup	003	stores supplies	010-9320	2,512.32
P24-05602	Apple Computer Inc	380	LCAP 1.13 (EQUIPMENT-IPADS)	010-4418	3,017.66
P24-05603	Apple Computer Inc	380	LCAP_1.13 (EQUIPMENT-IPADS AAC)	010-4418	2,414.13
P24-05604	The Landsby	100	MAT/SUPL	010-5200	12,772.50
P24-05605	DICK BLICK COMPANY BLICK ART M ATERIALS	003	stores supplies	010-9320	923.16
P24-05606	Fedex Freight West Inc	041	LCAP_1.24 MTLs/SUP FEDEX FREIGHT SHIPPING CHARGES	010-4300	92.00
P25-00001	SAFE & CIVIL SCHOOLS	385	LCAP_2.04 SERV	010-5800	133,200.00

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**Includes Purchase Orders dated 05/02/2024 - 06/10/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-00002	GLEND A. MAHON dba ACTION PRE PAREDNESS TRAIN	385	SERV (LCAP GOAL/ACTION 2.6)	010-5800	5,000.00
P25-00003	BIOMETRICS4ALL, INC	200	SVCS/ FINGERPRINTING	010-5800	18,000.00
P25-00004	SEVERIN INT. HOLDINGS, LLC POW ERSCHOOL GROUP LLC	600	SERV	010-5800	25,748.53
P25-00005	CANON SOLUTIONS AMERICA INC	001	MAINT (DISTRICT WIDE COPIERS)	010-5631	100,000.00
<b>Total Number of POs</b>			<b>362</b>	<b>Total</b>	<b>4,671,298.01</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	336	4,213,705.52
130	CAFETERIA FUND	19	56,526.55
140	DEFERRED MAINTENANCE FUND	1	46,130.00
215	BOND FUND MEASURE I 2022	2	72,987.41
<b>Total Fiscal Year 2024</b>			<b>4,389,349.48</b>
010	GENERAL FUND	5	281,948.53
<b>Total Fiscal Year 2025</b>			<b>281,948.53</b>
<b>Total</b>			<b>4,671,298.01</b>

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Includes Purchase Orders dated 05/02/2024 - 06/10/2024

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P22-02548	572,288.41	215-6280	BOND FUND MEASURE I 2022/CONSTRUCTION TESTING	66,742.28
P23-00100	10,127.26	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	227.26
P24-00081	16,222.24	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	1,478.00-
P24-00126	547.30	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	34.12-
P24-00140	5,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	208.25
P24-00159	72,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00
P24-00169	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P24-00212	1,450.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P24-00231	4,375.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	747.91
P24-00259	11,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P24-00269	50,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P24-00273	3,850.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	50.00
P24-00275	1,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	503.48
P24-00281	7,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	500.00
P24-00328	16,250.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,094.27
P24-00329	6,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,000.00
P24-00339	2,235.87	010-4325	GENERAL FUND/PLUMBING SUPPLIES	514.13
P24-00362	8,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	528.50
P24-00381	6,689.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	689.65
P24-00383	15,449.16	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	449.16
P24-00384	7,340.18	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	840.18
P24-00387	6,375.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	475.00
P24-00393	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	351.66
P24-00408	6,450.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,000.00
P24-00409	1,169.04	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	700.00
P24-00418	5,700.77	010-5632	GENERAL FUND/REPAIRS	700.00
P24-00439	25,000.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	5,000.00
P24-00476	13,250.00	010-5632	GENERAL FUND/REPAIRS	2,005.44
P24-00479	2,800.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	205.00
P24-00541	1,050.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	198.87
P24-00553	10,736.08	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	750.00
P24-00607	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	480.15
P24-00619	4,136.39	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	228.51
P24-00640	15,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	4,380.00
P24-00642	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,800.00
P24-00659	560.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	60.88
P24-00770	9,370.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P24-00830	3,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	130.00
P24-00831	2,050.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	235.00
P24-00843	4,257.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P24-00849	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-00881	289.22	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	47.85

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Includes Purchase Orders dated 05/02/2024 - 06/10/2024

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P24-00890	661.78	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	115.53
P24-00921	4,427.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.00
P24-00929	3,438.36	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	385.39-
P24-00949	2,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P24-01090	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	983.45
P24-01164	650.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	146.40
P24-01191	95,000.00	130-4700	CAFETERIA FUND/FOOD	15,000.00
P24-01212	85,000.00	130-4700	CAFETERIA FUND/FOOD	15,000.00-
P24-01406	4,560.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	703.12
P24-01473	40,000.00	130-4700	CAFETERIA FUND/FOOD	13,000.00
P24-01609	2,057.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.68
P24-01836	1,529.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P24-01915	5,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	350.00
P24-01964	530.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	450.00-
P24-02001	5,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,000.00
P24-02209	2,075.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	655.50
P24-02231	2,628,923.00	215-6210	BOND FUND MEASURE I 2022/ARCHITECT/ENGINEERING	30,923.00
P24-02518	14,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,750.00
		010-5632	GENERAL FUND/REPAIRS	2,250.00
			Total PO P24-02518	6,000.00
P24-02531	546.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	218.50
P24-02563	969.31	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	95.56
P24-02602	4,370.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,185.00
P24-02881	98,330.00	215-6140	BOND FUND MEASURE I 2022/SURVEYS	34,330.00
P24-03435	328.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.10-
P24-03489	85.66	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	41.93-
P24-03576	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00
P24-03625	1,503.26	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1,288.49
P24-03772	300.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	30.00
P24-03838	241.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	51.59-
P24-03911	3,200,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	1,200,000.00
P24-03933	299.37	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	48.92
P24-04040	595.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	93.29
P24-04062	395.61	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	32.24
P24-04063	235.07	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.32-
P24-04065	634.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	104.69-
P24-04070	1,143.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	240.16-
P24-04140	138.98	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	18.55
P24-04169	283.82	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	61.35
P24-04222	664.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	161.56
P24-04278	233.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	27.69-
P24-04304	467.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	56.81-

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Includes Purchase Orders dated 05/02/2024 - 06/10/2024

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P24-04333	1,353.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	351.35
P24-04395	761.08	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	57.86
P24-04396	120.78	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	8.96-
P24-04549	127.96	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	28.46
P24-04568	314.34	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	7.86
P24-04598	1,592.38	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	180.35-
P24-04638	36,607.00	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	9,627.00
P24-04639	36,621.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	.00
P24-04709	410.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	95.40
P24-04710	117.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.06
P24-04810	253.97	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.71-
P24-04872	1,734.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,504.46-
P24-04873	1,225.60	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	332.89-
P24-04875	916.09	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	53.59-
P24-04909	35.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2.34
P24-04912	245.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	78.65-
P24-04935	597.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	62.75-
P24-04947	1,671.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	97.77
P24-04948	518.89	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	12.13
P24-04952	192.97	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	172.73
		010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9.03-
			Total PO P24-04952	163.70
P24-04963	435.65	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	186.06
P24-04982	290.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	46.49-
P24-04994	344.36	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20.04-
P24-05034	727.82	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	97.24-
P24-05035	172.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	38.43-
P24-05039	2,651.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	190.68-
P24-05042	300.01	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	117.24
P24-05058	3,195.10	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5.70-
P24-05070	620.60	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	87.98-
P24-05075	1,472.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	321.98-
P24-05079	505.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.42
P24-05080	234.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.74-
P24-05081	207.99	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	25.15-
P24-05092	2,270.85	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	401.40-
		010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	765.69-
			Total PO P24-05092	1,167.09-
P24-05098	277.26	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	24.84
P24-05101	150.89	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	88.19-
P24-05108	1,048.57	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	143.06-

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 05/02/2024 - 06/10/2024

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P24-05109	30.58	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	22.95-
P24-05131	141.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20.75-
P24-05133	1,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-05138	93.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.11
P24-05165	10,000.00	010-5632	GENERAL FUND/REPAIRS	5,000.00
P24-05229	1,196.16	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	299.04-
P24-05247	845.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	62.23-
P24-05251	762.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2.04
			<b>Total PO Changes</b>	<b><u>1,422,566.56</u></b>

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Resolution No. 24-01 to Authorize Appropriation Transfers for 2024-25 (Mitchell/Núñez)**

---

The administration is requesting Board Approval of Resolution No. 24-01, authorizing the Assistant Superintendent of Business and Fiscal Services to make such appropriation transfers as may be necessary for the 2024-25 fiscal year.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve Resolution No. 24-01 to authorize appropriation transfers for the 2024-25 fiscal year, and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution No. 24-01 \(1 page\)](#)

**RESOLUTION NO. 24-01  
OXNARD SCHOOL DISTRICT  
APPROPRIATION TRANSFERS  
FISCAL YEAR 2024-25**

**WHEREAS**, the Oxnard School District may have a need during the fiscal year to make appropriation transfers to permit the payment of obligations of the district, and

**WHEREAS**, the District may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification,

**THEREFORE, BE IT RESOLVED** that the Oxnard School District authorizes the appropriation transfers necessary to permit payment of obligations of the District incurred during the 2024-25 fiscal year. These transfers are to be presented for ratification at the next board meeting.

**ADOPTED** this 26<sup>th</sup> day of June, 2024.

Ayes:

Noes:

Abstain:

Absent:

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 26, 2024.

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President, Board of Trustees  
Oxnard School District

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Resolution No. 24-02 for Authorization to Make Temporary Loans between District Funds for 2024-25 (Mitchell/Núñez)**

---

The Administration is requesting Board approval of Resolution No. 24-02, allowing for temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2024-25 fiscal year.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve Resolution No. 24-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution No. 24-02 \(1 page\)](#)

**RESOLUTION NO. 24-02**  
**OXNARD SCHOOL DISTRICT**  
**TEMPORARY LOANS BETWEEN DISTRICT FUNDS**  
**FISCAL YEAR 2024-25**

**WHEREAS**, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

**WHEREAS**, when there are insufficient funds to meet district obligations in the fund, and

**WHEREAS**, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

**WHEREAS**, repayment of the temporary loan will be made from income received, and

**THEREFORE, BE IT RESOLVED** that the Board of Education of the Oxnard School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2024-25 fiscal year.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of June, 2024 by the Governing Board of the Oxnard School District of Ventura County, California, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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President, Board of Trustees  
Oxnard School District



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Resolution No. 24-03: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2024 (Mitchell/Núñez)**

---

The Administration is requesting Board approval of Resolution No. 24-03, reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2024.

#### **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 approve Resolution No. 24-03 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2024, and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution No. 24-03 \(1 page\)](#)

**RESOLUTION NO. 24-03  
OXNARD SCHOOL DISTRICT  
AUTHORITY FOR THE BOARD OF TRUSTEES TO  
IMPROVE COMPENSATION FOR CERTAIN  
CATEGORIES OF EMPLOYEES AFTER JULY 1, 2024**

The recommendation is that the Board of Trustees reserves the right to grant to those employees who are members of the confidential, supervisory, or management groups, and as such are not covered by labor contracts, the right to compensation improvements. This Resolution would remove any doubt that the Board of Trustees has the right to improve compensation to non-represented employees on or after July 1, 2024, and to set the amounts and effective date of any such improvements.

**WHEREAS**, employees who are in confidential, supervisory, or management positions, whether certificated or classified, and as such, not members of collective bargaining units, and their compensation is not negotiated in labor contracts; and,

**WHEREAS**, the Board of Trustees believes that compensation consideration should be given to employees in confidential, supervisory, or management positions,

**THEREFORE BE IT RESOLVED** that the Board of Trustees of the Oxnard School District reserves the right to consider and to improve compensation of confidential, supervisory or management employees in Fiscal Year 2024-25 and to make any such compensation improvements effective July 1, 2024, or at any date thereafter during Fiscal Year 2024-25.

This is to certify that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 26, 2024.

Ayes:

Noes:

Abstain:

Absent:

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President, Board of Trustees  
Oxnard School District

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Committed Fund Balance Resolution No. 24-04 (Mitchell/Núñez)**

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The administration is requesting Board Approval of Resolution No. 24-04, authorizing the establishment of a committed fund balance in the general fund. Education Code section 33127 allows for the identification and commitment of fund balance for specified purpose(s).

The “commitment of fund balance” is the highest level of fund balance constraint that can be approved by a governing board. Once the governing board has taken such action, the fund balance shall not be used for any other purpose unless the governing board approves the removal of the “commitment of fund balance”.

#### **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 No. 24-04 to establish a committed fund balance in the general fund and authorize the Superintendent to set the amounts committed for each specified purpose.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution No. 24-04 \(2 pages\)](#)



**OXNARD SCHOOL DISTRICT  
APPROVAL OF  
COMMITTED FUND BALANCE  
RESOLUTION #24-04**

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, the governing board of the Oxnard School District wishes to establish a committed fund balance in the general fund in conformance with the standards and criteria established by the State Board of Education pursuant to Education Code section 33127;

WHEREAS, the Oxnard School District Board of Education (Board) has previously adopted Board Policy 3100 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds;

WHEREAS, the California Department of Education, in its website, urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue short falls or unpredicted expenditures;

WHEREAS, the California Department of Education and the Government Finance Officers Association recommend that school districts maintain committed, assigned, and unassigned reserves of at least two months of operating expenditures or approximately a 17 percent reserve to mitigate revenue short falls and unanticipated expenditures;

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, certain district expenditures such as health care benefits or pension costs can be difficult to predict precisely;

WHEREAS, healthy reserves can address these cost increases rather than immediately reducing spending and other parts of the budget;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing textbooks and related curriculum, computers, school buses and equipment and facility components that have reached the end of their useful lives such as flooring, or heating and cooling systems;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

BE IT THEREFORE RESOLVED, that the Oxnard School District Board of Education, hereby commits to utilizing portions of its General Fund ending fund balance, as indicated by the Committed Fund classification in its financial statements, for the following purposes:

Student Transportation/Bus Replacement	\$1,000,000
Technology Device Refresh	\$1,000,000
Instructional Materials Adoptions	\$1,000,000
Building Maintenance One-Time Funds	\$ 768,550

BE IT THEREFORE FUTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts another resolution to remove or change the constraint.

ADOPTED by the Governing Board on June 26, 2024, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

THIS IS TO CERTIFY that the above resolution was adopted by the Board of Trustees by a majority vote, at its regular meeting of June 26, 2024.

Signed: \_\_\_\_\_  
President of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Resolution No. 23-26 Making Environmental Findings in Connection with the Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Marina West Elementary School (Mitchell/Miller/CFW)**

---

The Oxnard School District (District) is proceeding with the construction of 10 new classrooms to serve as Preschool, Transitional Kindergarten, and Kindergarten classes on the existing site of the Marina West Elementary School located at 2501 Carob Street, Oxnard.

Tetra Tech has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 14 Categorical Exemption, under CEQA Section 15314. A Class 14 Categorical Exemption consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions. The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Resolution No. 23-26 making environmental findings in connection with the new Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Marina West Elementary School located at 2501 Carob Street, Oxnard, CA 93035.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution No. 23-26 \(2 pages\)](#)

[Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Marina West Elementary School Project Categorical Exemption Report by Tetra Tech \(6 pages\)](#)

[Notice of Exemption Form \(1 page\)](#)

[Marina West School Vicinity Map \(1 page\)](#)

Marina West School CSM Map (1 page)

**RESOLUTION NO. 23-26**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH NEW PRESCHOOL,  
TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN CLASSROOMS PROJECT  
AT MARINA WEST ELEMENTARY SCHOOL LOCATED AT 2501 CAROB STREET,  
OXNARD, CA 93035**

**WHEREAS**, the Oxnard School District (“District”) is constructing 10 new classrooms to serve preschool, transitional kindergarten, and kindergarten on the existing site of the Marina West Elementary School located at 2501 Carob Street, Oxnard, CA, 93035 (“Project”);

**WHEREAS**, the District’s consultant, Tetra Tech has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 14, Categorical Exemption, under CEQA Section 15314;

**WHEREAS**, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Tetra Tech reviewed the project and indicated that the project will not violate any of the conditions;

**WHEREAS**, the project would not increase the student capacity by more than 25%, nor would the project implement more than 10 classrooms;

**WHEREAS**, the project would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

**NOW, THEREFORE**, the Board of Trustees of the Oxnard School District hereby finds, determines, declares, orders, and resolves as follows:

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15314, the Project qualifies as a Class 14 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;



**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this 26<sup>th</sup> day of June, 2024, by the following vote:

<b>Board of Trustees:</b>	<b>Ayes:</b>	<b>Nays:</b>	<b>Abstentions:</b>	<b>Absences:</b>
President Veronica Robles-Solis				
Clerk Monica Madrigal Lopez				
Trustee MaryAnn Rodriguez				
Trustee Brian Melanephy				
Trustee Rose Gonzales				

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Veronica Robles-Solis  
 President of the Board of Trustees  
 Oxnard School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on June 26, 2024.

---

Monica Madrigal Lopez  
 Clerk of the Board of Trustees  
 Oxnard School District



April 03, 2024

112-SBA-T43557

Dr. Ana DeGenna  
 Superintendent  
 Oxnard School District  
 1051 South A Street  
 Oxnard, California 93030

**Subject:** California Environmental Quality Act (CEQA) Categorical Exemption for the Construction of Preschool, Transitional Kindergarten, and Kindergarten Classrooms Marina West School Project.

Dear Dr. DeGenna:

Please find as follows our findings that the proposed New Preschool, Transitional Kindergarten, and Kindergarten Classrooms at Marina West Elementary School, located at the existing Marina West Elementary School campus (at 2501 Carob St, Oxnard, California 93035), is exempt from further environmental review based on a Class 14 exemption under the California Environmental Quality Act (CEQA). In addition, attached is a completed Notice of Exemption form to be filed with the Ventura County Clerk and Recorder's office.

**Table 1 Project Summary**

<b>Project Title:</b>	New Preschool, Transitional Kindergarten, and Kindergarten Classrooms at Marina West Elementary School
<b>Project Applicant (Public Agency Approving Project):</b>	Oxnard School District
<b>CEQA Exemption Recommendation:</b>	Categorical Exemption
<b>Location:</b>	2501 Carob St, Oxnard, California 93035
<b>Assessor Parcel Number (APN):</b>	183028027
<b>Site Size:</b>	11.62 Acres
<b>Site Access:</b>	Carob St, McLoughlin Ave
<b>General Plan Land Use Designation:</b>	(SCH) School
<b>Zoning:</b>	(CR) Community Reserve
<b>Current Use of Project Site:</b>	Public Elementary School
<b>Proposed Use of Project Site:</b>	Public Elementary School
<b>Surrounding Land Uses:</b>	North: Park (CR), R-3-PD South: Residential (R1) East: Residential (R1) West: Residential (R1)



### **Project Location and Environmental Setting:**

The project Site is located at 2501 Carob St, Oxnard, California 93035 (see Figure 1, Local Vicinity Map). The project site is currently used as a public elementary school. Marina West Elementary School consists of 8 portable classrooms. Vehicular access to the school is provided from the South via Carob Street.

The approximately 11.62-acre site includes assessor parcel number (APN) 183028027.<sup>1</sup> The project site is surrounded on three sides by single family residential (R1) neighborhood. Directly Northeast of the project are multi-family residential developments (R3). The project site is located within the City of Oxnard General Plan and has a General Plan Land Use Designation of School, and Zoning designation of CR, Community Reserve.<sup>2</sup>

### **Project Description:**

Under the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program, the District received a State Allocation Board (SAB) grant apportionment of approximately \$8.2 million on September 27, 2023, for the replacement of 8 portable classrooms with 10 new modular classrooms to be located at the Marina West Elementary school site. The project includes four new preschool, four new transitional kindergarten, and two new kindergarten classrooms. The ten new classrooms are proposed to expand and complete existing preschool and kindergarten facilities at Marina West Elementary School, pursuant to the adopted State and Board specifications for these facilities.

The classrooms are proposed to be located on the southwest corner of the site at the location of the existing early childhood education facilities creating an early childhood development center (ECDC) on campus. The classrooms will be housed in a total of five buildings containing two classrooms each. All buildings are proposed to be constructed southwest of the existing administration and parking area. Existing circulation, pathways, and landscaped areas will be redesigned to accommodate the proposed project and use.

The classrooms will be 1,350 square feet each including storage, prep areas, and kindergarten restrooms. The classrooms will be of modular construction and inclusive of specification of the previously approved kindergarten facilities approved by the Board which allows for their intended use and adaptability in the future, if needed, for preschool, transitional kindergarten, or kindergarten facilities. Upon completion, this project will bring the total number of new State Title 5 compliant classrooms for preschool/transitional kindergarten/kindergarten at the Site to twelve (12) that also meet the additional Title 22 preschool licensing standards.

### **CEQA Exemption Recommendation: Categorical Exemption, CEQA Guidelines Section 15314 – Existing Facilities:**

CEQA Guidelines Section 15302, Replacement or Reconstruction, defines a Class 2 Exemption as a replacement or reconstruction of existing structures and facilities where the new structure will

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<sup>1</sup> Ventura County Assessor Map. Accessed November 2023, URL:

<https://assessor.countyofventura.org/assessor-data/assessor-maps/>

<sup>2</sup> City of Oxnard. Online Map. Accessed November 2023, URL: <https://www.oxnard.org/city-department/community-development/planning/planning-and-zoning-search/>



be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent.

**Reasons to support exemption findings:**

The Project consists of the replacement of a dilapidated eight (8) modular classroom facility with a modern ten (10) modular classrooms and associated site improvements including a kindergarten playground on the existing Marina West Elementary School Campus. The Project would remove the eight (8) existing portable classroom units to make room for the new classrooms and improve the condition of the campus. The proposed project replaces existing facilities and would not increase student capacity by more than 50%, as identified in Table 2. Therefore, the proposed project would qualify for Class 2 Exemption.

**Table 2: Comparison of Existing and Proposed Marina West ES Configuration**

	<b>Marina West ES Existing Configuration</b>	<b>Marina West ES Proposed Configuration</b>	<b>Percent Increase</b>
Permanent Classrooms	0	<b>10</b>	N/A
Portable Classrooms	9	0	-100%
Total Classrooms	9	10	11.1%
Other Uses (Intervention, Music, Stem)	0	0	N/A
<b>Student Capacity</b>	216	240	<b>11.1%</b>
Permanent Square Footage	0	13,500	N/A
Portable Square Footage	9,800	0	-100%
Total Building Square Footage	9,800	13,500	37.7%
Total Site Area (Acres)	11.62	11.62	0%

**Exceptions:**

CEQA Guidelines Section 15300.2, Exceptions, details six exceptions to the exemptions. Each of the six exceptions are discussed below together with the reasons why they are not applicable to this project.

- a) **Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The Construction of Preschool, Transitional Kindergarten, and Kindergarten Classrooms at Marina West Elementary School would occur on the existing campus. The proposed project qualifies for a Class 2 exemption and therefore this criterion is not applicable to this project.

- b) **Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

Cumulative impacts are defined in the State CEQA Guidelines Section 15355 as two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time. Public primary schools are generally considered to be a public service to the surrounding community, and capacity fluctuations are a response to cumulative population pressure.

There are no permanent classrooms on the ECDC campus. The proposed project includes the replacement of an eight (8) portable classrooms facility with ten (10) new portable classrooms on the existing Marina West Elementary School campus. With implementation of the proposed project, the new classrooms would be the only additions to the school in the foreseeable future. There is no foreseeable need to increase student capacity or add additional classrooms beyond the proposed project. If there were to be a change that precipitated future development that would result in potential cumulative impacts, then potential cumulative impacts could be assessed at that time. Therefore, with implementation of the proposed project there would be less than the 50% capacity increase threshold allowed under a Class 2 Exemption. Therefore, no cumulative impacts are anticipated.

- c) **Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

There is no evidence to indicate that the proposed project would have a significant effect on the environment due to unusual circumstances. The proposed project includes the

construction and operation of ten (10) new permanent classrooms on the existing Marina West Elementary School campus. The campus is located within a developed residential neighborhood and would continue to be used as a public school with implementation of the proposed project. Access to the Site is currently from South Union or Hanford Avenues, and no changes to site access are proposed. The proposed project would be implemented in compliance with all relevant regulations and District specifications, including construction best management practices. Therefore, no impacts due to unusual circumstances are anticipated.

- d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.**

There are no officially designated State Scenic Highways located within close proximity to the project site based on a review of the California State Scenic Highway System Map.<sup>3</sup> Therefore, no adverse impacts to scenic resources within a designated state scenic highway would result.

- e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

There is no evidence of RECs in connection with the Site, the surrounding school, or adjoining properties. No further environmental assessment of the Site appears to be warranted at this time. Therefore, no hazardous waste impacts are anticipated.

- f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.**

Marina West Elementary School is 44 years old. The campus was initially opened in 1980 and consists of 22 classrooms on an approximately 11.62-acre lot. There is no demolition of any permanent structures constructed before 1975 planned as part of the proposed project. Therefore, no adverse impacts to known historic resources are anticipated.

The Construction of Preschool, Transitional Kindergarten, and Kindergarten Classrooms at West Marina Elementary School Project T("project") described above is determined to be exempt from further environmental review requirements of CEQA of 1970, as defined in the State CEQA Guidelines for the implementation of CEQA.

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<sup>3</sup> California Department of Transportation (Caltrans). California State Scenic Highway System Map. Accessed May 2023, URL: <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>



Please contact Randy Westhaus at (805) 455-0603 ([Randy.Westhaus@tetrattech.com](mailto:Randy.Westhaus@tetrattech.com)) or Seth Hopkins at (774) 991-5822 ([Seth.Hopkins@tetrattech.com](mailto:Seth.Hopkins@tetrattech.com)) if you have any questions regarding this analysis or need additional information.

Sincerely,

**TETRA TECH**

A handwritten signature in blue ink that reads 'Randy Westhaus'.

Randy Westhaus, P.E.  
California Schools Director

A handwritten signature in blue ink that reads 'Seth L Hopkins'.

Seth Hopkins, M.A.  
Senior Environmental Planner

Attachments: Figure 1 – Local Vicinity Map  
Figure 2 – Conceptual Site Plan

# Notice of Exemption

# Appendix E

**To:** Office of Planning and Research  
 P.O. Box 3044, Room 113  
 Sacramento, CA 95812-3044  
 County Clerk  
 County of: Ventura  
 \_\_\_\_\_  
 \_\_\_\_\_

**From: (Public Agency):** Oxnard School District  
 \_\_\_\_\_  
1051 South A Street  
 \_\_\_\_\_  
Oxnard, CA, 93030  
 \_\_\_\_\_  
 (Address)

**Project Title:** Construction of Preschool and Transitional Kindergarten/Kindergarten Classrooms at Marina West Elementary School

**Project Applicant:** Oxnard School District

**Project Location - Specific:** Marina West Elementary School

**Project Location - City:** Oxnard **Project Location - County:** Ventura

**Description of Nature, Purpose and Beneficiaries of Project:**

The project includes the expansion of the early childhood development center at Marina West Elementary School, to include the construction of new classrooms for preschool and transitional kindergarten/kindergarten.

**Name of Public Agency Approving Project:** Oxnard School District

**Name of Person or Agency Carrying Out Project:** Oxnard School District

**Exempt Status: (check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 14, 2
- Statutory Exemptions. State code number: \_\_\_\_\_

**Reasons why project is exempt:**

Project includes replacement of mobile classrooms with construction of 10 new classrooms, and will not increase enrollment capacity by more than 25%.

**Lead Agency**

**Contact Person:** Valerie Mitchell **Area Code/Telephone/Extension:** (805) 385-1501

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?    Yes    No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Title:** Assistant Superintendent, Business

Signed by Lead Agency      Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_



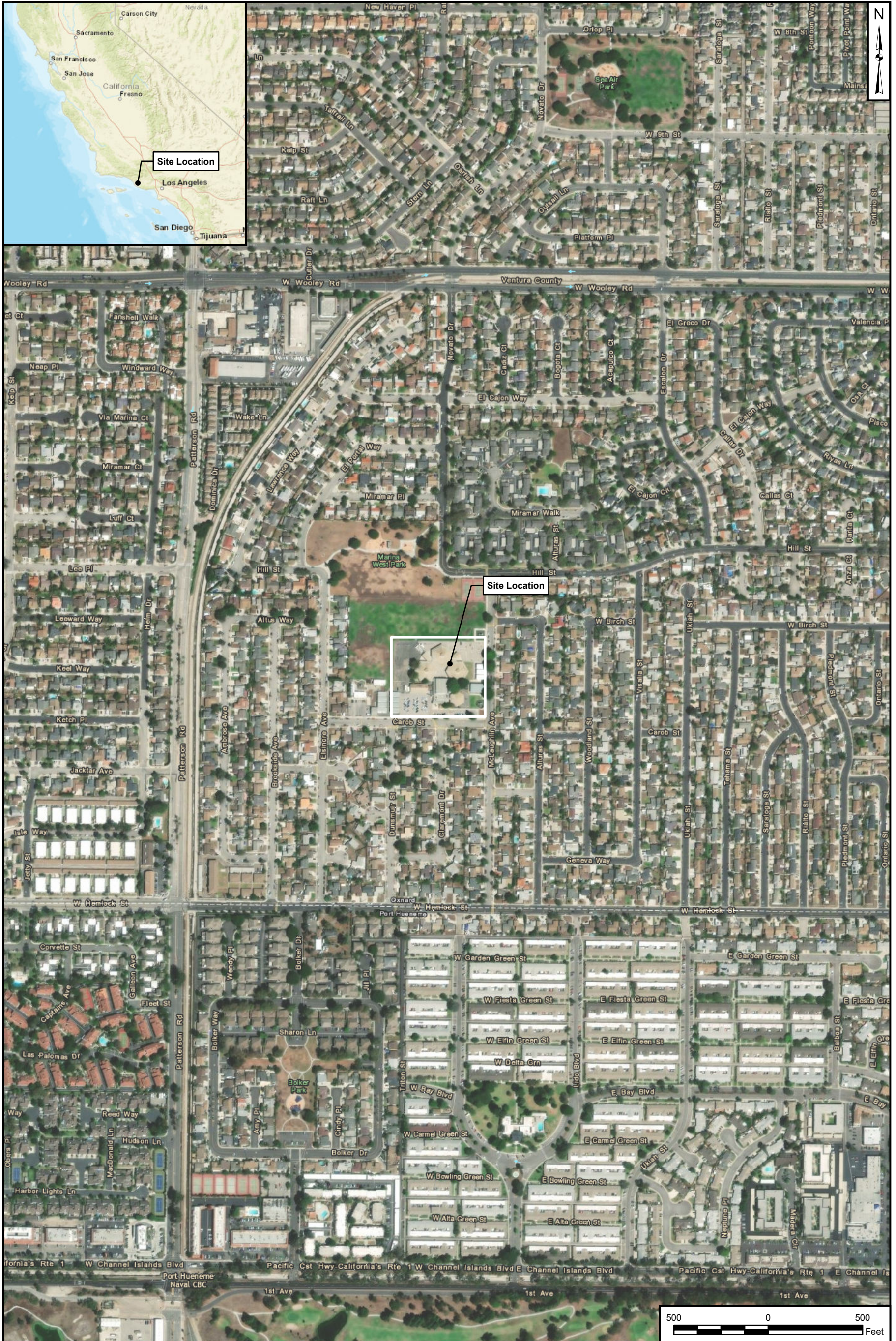


Figure 1 - Local Vicinity Map  
Marina West Elementary School  
2501 Carob St., Oxnard, CA 93035





## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Resolution No. 23-27 Making Environmental Findings in Connection with the Proposed Reconstruction of Fremont Middle School (Mitchell/Miller/CFW)**

---

The Oxnard School District (District) is proceeding with the reconstruction of Fremont Middle School on the existing site located at 1130 North M Street, Oxnard.

Tetra Tech has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 2 Categorical Exemption, under CEQA Section 15314. A Class 2 Categorical Exemption consists of a replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions. The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Resolution No. 23-27 making environmental findings in connection with the reconstruction of Fremont Middle School located at 1130 North M Street, Oxnard, CA 93030.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution No. 23-27 \(2 pages\)](#)

[Reconstruction of Fremont Middle School Project Categorical Exemption Report by Tetra Tech \(6 pages\)](#)

[Notice of Exemption Form \(1 page\)](#)

[Fremont MS Vicinity Map \(1 page\)](#)

[Fremont MS CSM Map \(1 page\)](#)

**RESOLUTION NO. 23-27**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH PROPOSED  
RECONSTRUCTION OF FREMONT MIDDLE SCHOOL LOCATED AT 1130 NORTH M  
STREET, OXNARD, CA 93030**

**WHEREAS**, the Oxnard School District (“District”) is reconstructing Fremont Middle School located at 1130 North M Street, Oxnard, CA, 93030 on its existing site (“Project”);

**WHEREAS**, the District’s consultant, Tetra Tech has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 2, Categorical Exemption, under CEQA Section 15314;

**WHEREAS**, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Tetra Tech reviewed the project and indicated that the project will not violate any of the conditions;

**WHEREAS**, the project consists of a replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent;

**WHEREAS**, the project would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

**NOW, THEREFORE**, the Board of Trustees of the Oxnard School District hereby finds, determines, declares, orders, and resolves as follows:

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15314, the Project qualifies as a Class 2 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this 26<sup>th</sup> day of June, 2024, by the following vote:

<b>Board of Trustees:</b>	<b>Ayes:</b>	<b>Nays:</b>	<b>Abstentions:</b>	<b>Absences:</b>
President Veronica Robles-Solis				
Clerk Monica Madrigal Lopez				
Trustee MaryAnn Rodriguez				
Trustee Brian Melanephy				
Trustee Rose Gonzales				

---

Veronica Robles-Solis  
 President of the Board of Trustees  
 Oxnard School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on June 26, 2024.

---

Monica Madrigal Lopez  
 Clerk of the Board of Trustees  
 Oxnard School District



April 10, 2024

112-SBA-T43569

Dr. Ana DeGenna  
 Superintendent  
 Oxnard School District  
 1051 South A Street  
 Oxnard, California 93030

**Subject:** California Environmental Quality Act (CEQA) Categorical Exemption for the Fremont Middle School Reconstruction Project.

Dear Dr. DeGenna:

Please find as follows our findings that the proposed reconstruction of Fremont Middle School, located at 1130 North “M” Street, is exempt from further environmental review based on a Class 2 exemption under the California Environmental Quality Act (CEQA). In addition, attached is a completed Notice of Exemption form to be filed with the Ventura County Clerk and Recorder’s office.

**Table 1 Project Summary**

<b>Project Title:</b>	Fremont Middle School Reconstruction
<b>Project Applicant (Public Agency Approving Project):</b>	Oxnard School District
<b>CEQA Exemption Recommendation:</b>	Categorical Exemption
<b>Location:</b>	1130 North “M” Street, Oxnard, California 93030
<b>Assessor Parcel Number (APN):</b>	200001107
<b>Site Size:</b>	24.3 Acres
<b>Site Access:</b>	M St., Glenwood Dr.
<b>General Plan Land Use Designation:</b>	(SCH) School
<b>Zoning:</b>	(CR) Community Reserve
<b>Current Use of Project Site:</b>	Public Middle School
<b>Proposed Use of Project Site:</b>	Public Middle School
<b>Surrounding Land Uses:</b>	North: Park (CR), Residential (R-1) South: Residential (R1) East: Residential (R4) West: Residential (R3, R4)



### **Project Location and Environmental Setting:**

The project Site is located at 1130 M St, Oxnard, California 93030 (see Figure 1, Local Vicinity Map). The project site is currently used as a public middle school. Fremont Middle School consists of 42 classrooms, of which 8 are portable. Vehicular access to the school is provided from the West via “M” Street or North via Glenwood Dr.

The approximately 24.3-acre site includes assessor parcel number (APN) 200001107.<sup>1</sup> The project site is surrounded on three sides by residential neighborhood. Directly north and south of the project are single-family residential developments (R1). To the east and west are multifamily residential developments (R3, R4). The project site is located within the City of Oxnard General Plan and has a General Plan Land Use Designation of School, and Zoning designation of CR, Community Reserve.<sup>2</sup>

### **Project Description:**

The Fremont Academy of Environment Science and Innovative Design (Fremont) 6-8 school is located at 1130 North M Street on a 24.3-acre parcel bounded by North H and M Streets, Devonshire Drive and Glenwood Drive. The Project consists of a complete reconstruction/replacement of the Fremont campus with an entirely new set of facilities, built according to the current State code, District specifications, and 21<sup>st</sup> century educational program requirements. The project would rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use.

The reconstructed school would include multi-storied classrooms to accommodate up to 750 students. The proposed project would construct 33 classroom facilities, including 24 general purpose classrooms, an academy room, and 3 dedicated special education rooms, all of 960 square feet. In addition, 4 science labs and an art lab of 1200 square feet each, and a band/orchestra room of 1500 square feet would be constructed.

Teaching support spaces of 1,980 square feet, administrative space of 3,405 feet, and library facilities of 2,000 square feet would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 square feet, a lunch shelter of 2,800 square feet as well as student and staff restrooms would be provided as required by code. Parking and student pick up/drop off areas would be provided off North H Street which would become the entrance to the new facility leaving room for school and community use of the reconfigured paly fields. An allowance for offsite improvements is also provided. Construction is expected to begin in 2024 and finish in 2026.

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<sup>1</sup> Ventura County Assessor Map. Accessed December 2023, URL:

<https://assessor.countyofventura.org/assessor-data/assessor-maps/>

<sup>2</sup> City of Oxnard. Online Map. Accessed December 2023, URL: <https://www.oxnard.org/city-department/community-development/planning/planning-and-zoning-search/>

**CEQA Exemption Recommendation: Categorical Exemption, CEQA Guidelines Section 15302 – Existing Facilities:**

CEQA Guidelines Section 15302, Replacement or Reconstruction, defines a Class 2 Exemption as a replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent.

***Reasons to support exemption findings:***

The Project consists of the reconstruction of the existing school for an important upgrade of outdated and failing facilities. The Project would reconstruct and replace the existing school with more modern and safer facilities but would not increase enrollment capacity by more than 50%, as identified in Table 2. Therefore, the proposed project would qualify for Class 2 Exemption.

**Table 2: Comparison of Existing and Proposed Marina West ES Configuration**

	<b>Fremont MS Existing Configuration</b>	<b>Fremont MS Proposed Configuration</b>	<b>Percent Increase</b>
Permanent Classrooms	35	<b>28</b>	-20%
Portable Classrooms	11	0	-100%
Total Classrooms	46	28	-39.1%
Other Uses (Intervention, Music, Stem)	1 (comp tech lab)	5 Science Labs, Band room	+4
<b>Student Capacity</b>	750	750	<b>0%</b>
Permanent Square Footage	58,995	58,815	-0.3%
Portable Square Footage	10,780	0	-100%
Total Building Square Footage	69,775	58,815	-15.7%
Total Site Area (Acres)	24.3	24.3	0%



**Exceptions:**

CEQA Guidelines Section 15300.2, Exceptions, details six exceptions to the exemptions. Each of the six exceptions are discussed below together with the reasons why they are not applicable to this project.

- a) **Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The Fremont Middle School reconstruction would occur on the existing campus. The proposed project qualifies for a Class 2 exemption and therefore this criterion is not applicable to this project.

- b) **Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

Cumulative impacts are defined in the State CEQA Guidelines Section 15355 as two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time. Public intermediate schools are generally considered to be a public service to the surrounding community, and capacity fluctuations are a response to cumulative population pressure.

During the last 30+ years the campus has not added any permanent classrooms to the campus, nor upgraded the facilities. The proposed project includes the reconstruction and operation of the new middle school facilities on the existing Fremont Middle School campus. With implementation of the proposed project, any need for future classrooms expansion would be tied to the population pressures within the city. There is no foreseeable need to increase student capacity or add additional classrooms beyond the proposed project if population remains static. If there were to be a change that precipitated future development that would result in potential cumulative impacts, then potential cumulative impacts could be assessed at that time. Therefore, with implementation of the proposed project a total reconstruction of the campus would occur, increasing safety and modern facilities, under a Class 2 Exemption. Also the project would not increase capacity beyond the thresholds outlined in under a Class 2 Exemption. Therefore, no cumulative impacts are anticipated.

- c) **Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

There is no evidence to indicate that the proposed project would have a significant effect on the environment due to unusual circumstances. The proposed project includes the reconstruction of the existing campus. The campus is located within a developed residential neighborhood and would continue to be used as a public school with implementation of the proposed project. The proposed project would be implemented in compliance with all relevant regulations and District specifications, including construction best management practices. Therefore, no impacts due to unusual circumstances are anticipated.

- d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.**

The proposed project includes the Reconstruction of the Fremont Middle School campus. There are no officially designated State Scenic Highways located within close proximity to the project site based on a review of the California State Scenic Highway System Map.<sup>3</sup> Therefore, no adverse impacts to scenic resources within a designated state scenic highway would result.

- e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

There is currently no evidence of RECs in connection with the Site, the surrounding school, or adjoining properties. No further environmental assessment of the Site appears to be warranted at this time. Therefore, no hazardous waste impacts are anticipated.

- f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.**

Fremont Middle School is 62 years old. The campus was initially opened in 1961 but has undergone an evolution that included the use of portables to bring it to its now 40 classrooms size. There will be no demolition of permanent structures constructed before 1961 planned as part of the proposed reconstruction. All demolition is to be carried out under a different project. The school buildings are not themselves considered a historic resource, and the site will remain a middle school. Therefore, no adverse impacts to known historic resources are anticipated.

The Fremont Middle School Reconstruction Project (“project”) described above is determined to be exempt from further environmental review requirements of CEQA of 1970, as defined in the State CEQA Guidelines for the implementation of CEQA.

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<sup>3</sup> California Department of Transportation (Caltrans). California State Scenic Highway System Map. Accessed May 2023, URL: <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>



Please contact Randy Westhaus at (805) 455-0603 ([Randy.Westhaus@tetrattech.com](mailto:Randy.Westhaus@tetrattech.com)) or Seth Hopkins at (774) 991-5822 ([Seth.Hopkins@tetrattech.com](mailto:Seth.Hopkins@tetrattech.com)) if you have any questions regarding this analysis or need additional information.

Sincerely,

**TETRA TECH**

A handwritten signature in blue ink that reads 'Randy Westhaus'.

Randy Westhaus, P.E.  
California Schools Director

A handwritten signature in blue ink that reads 'Seth L Hopkins'.

Seth Hopkins, M.A.  
Senior Environmental Planner

Attachments: Figure 1 – Local Vicinity Map  
Figure 2 – Conceptual Site Plan

# Notice of Exemption

# Appendix E

**To:** Office of Planning and Research  
 P.O. Box 3044, Room 113  
 Sacramento, CA 95812-3044  
 County Clerk  
 County of: Ventura  
 \_\_\_\_\_  
 \_\_\_\_\_

**From: (Public Agency):** Oxnard School District  
 \_\_\_\_\_  
1051 South A St,  
 \_\_\_\_\_  
Oxnard, CA 93030  
 \_\_\_\_\_  
 (Address)

**Project Title:** Fremont Middle School Reconstruction Project

**Project Applicant:** Oxnard School District

**Project Location - Specific:** Fremont Middle School  
 1130 M St, Oxnard,  
 California 93030

**Project Location - City:** Oxnard **Project Location - County:** Ventura

**Description of Nature, Purpose and Beneficiaries of Project:**

The Project consists of a complete reconstruction/replacement of the Fremont campus with an entirely new set of facilities, built according to the current State code, District specifications, and 21st century educational program requirements. The Project will not increase enrollment capacity.

**Name of Public Agency Approving Project:** Oxnard School District

**Name of Person or Agency Carrying Out Project:** Oxnard School District

**Exempt Status: (check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 2
- Statutory Exemptions. State code number: \_\_\_\_\_

**Reasons why project is exempt:**

The Project consists of the reconstruction of the existing school for an important upgrade of outdated and failing facilities. The Project would reconstruct and replace the existing school with more modern and safer facilities but would not increase enrollment capacity by more than 50%. Therefore, the proposed project would qualify for Class 2 Exemption.

**Lead Agency**

**Contact Person:** Valerie Mitchell **Area Code/Telephone/Extension:** (805) 385-1501

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?    Yes    No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Title:** Assistant Superintendent, Business

Signed by Lead Agency      Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_





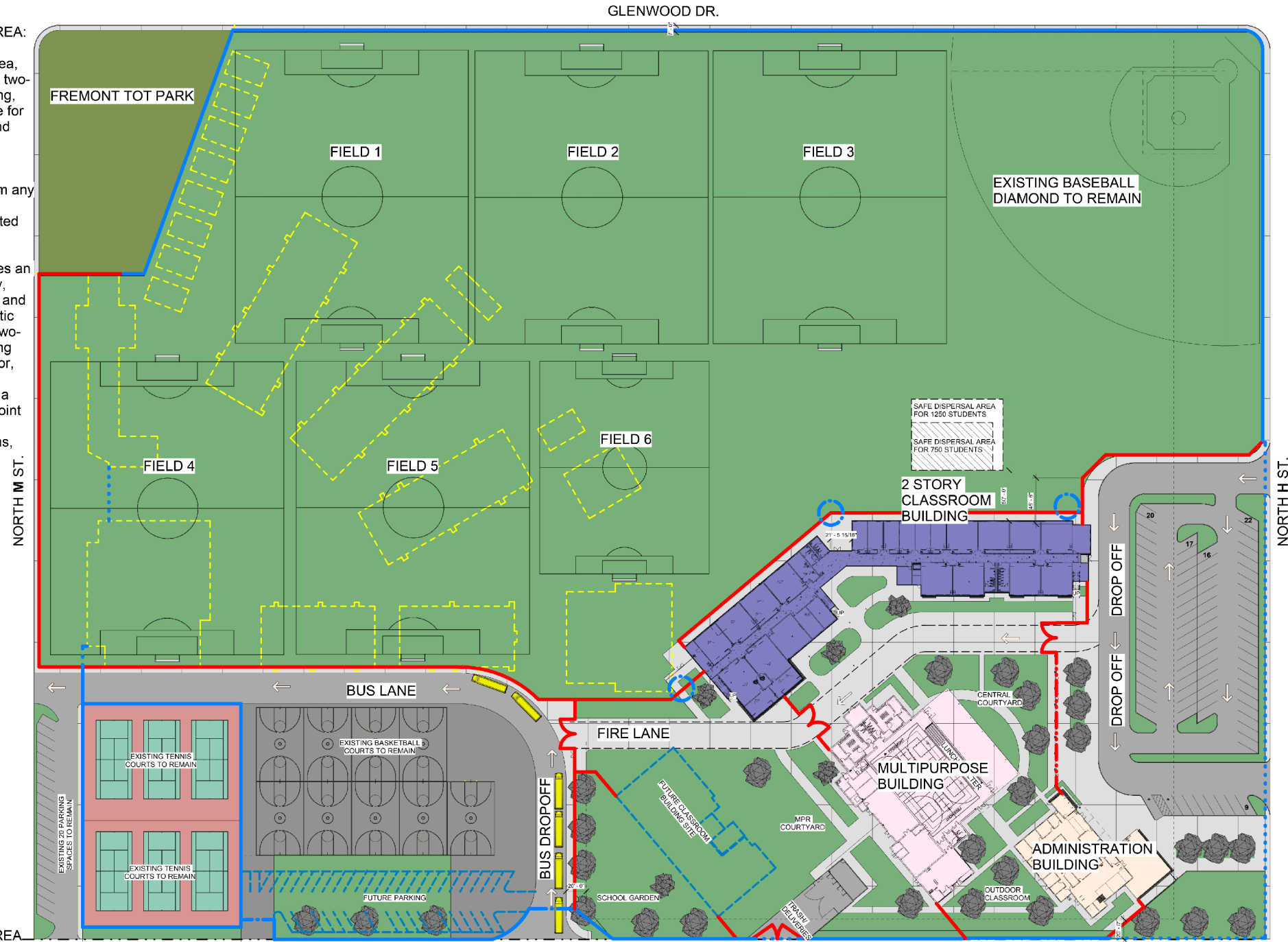
Figure 1 - Local Vicinity Map  
Fremont Middle School  
130 North M Street, Oxnard, CA 93030



**SAFE DISPERSAL AREA:**

The Safe Dispersal Area, positioned north of the two-story classroom building, serves as a vital space for the safe evacuation and gathering of students during emergencies. Ensuring a minimum distance of 50 feet from any structure, this location provides an unobstructed zone. Blue circles representing potential control points, facilitates an organized exit strategy, preventing congestion and allowing for a systematic flow of students. The two-story classroom building acts as a central anchor, defining the northern boundary and offering a prominent reference point for students during emergency evacuations.

 EXIT TO SAFE DISPERSAL AREA



**(E) STANDARD FENCING**    **(E) 778' OF STAN. FENCING TO BE DEMO**    **162' OF DECORATIVE FENCING**    **2782' OF STANDARD FENCING**







-  M.P.R.
-  ADMINISTRATION
-  EXISTING BUILDINGS TO BE DEMOLISHED
-  CLASSROOMS
-  FUTURE CLASSROOM, PARKING, FIRE LANE EXPANSION
-  84 NEW PARKING SPACES



Figure 2 – Fremont MS Conceptual Site Plan

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Resolution No. 23-28 Making Environmental Findings in Connection with the ECDC Project at Rose Avenue Elementary School (Mitchell/Miller/CFW)**

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The Oxnard School District (District) is proceeding with the construction of three new classrooms and modernization of three existing classrooms to serve as an Early Childhood Development Center (ECDC) on the existing site of the Rose Avenue Elementary School located at 220 South Driskill Street, Oxnard.

Tetra Tech has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 2 and 14 Categorical Exemption, under CEQA Section 15314. A Class 2 Categorical Exemption consists of a replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent. A Class 14 Categorical Exemption consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions. The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Resolution No. 23-28 making environmental findings in connection with the new ECDC Project at Rose Avenue Elementary School located at 220 South Driskill Street, Oxnard, CA 93030.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution No. 23-28 \(2 pages\)](#)

[Rose Avenue Elementary School ECDC Project Categorical Exemption Report by](#)

Tetra Tech (6 pages)

Notice of Exemption Form (1 page)

Rose Avenue School Vicinity Map (1 page)

Rose Avenue School CSM Map (1 page)



**RESOLUTION NO. 23-28**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH NEW EARLY  
CHILDHOOD DEVELOPMENT CENTER PROJECT AT ROSE AVENUE ELEMENTARY  
SCHOOL LOCATED AT 220 SOUTH DRISKILL STREET, OXNARD, CA 93030**

**WHEREAS**, the Oxnard School District (“District”) is constructing 3 new classrooms and modernizing 3 existing classrooms to serve preschool and transitional kindergarten on the existing site of the Rose Avenue Elementary School located at 220 South Driskill Street, Oxnard, CA, 93030 (“Project”);

**WHEREAS**, the District’s consultant, Tetra Tech has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 2 and 14, Categorical Exemption, under CEQA Section 15314;

**WHEREAS**, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Tetra Tech reviewed the project and indicated that the project will not violate any of the conditions;

**WHEREAS**, the project would not increase the student capacity by more than 25%, nor would the project implement more than 10 classrooms;

**WHEREAS**, the project consists of a replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent;

**WHEREAS**, the project would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

**NOW, THEREFORE**, the Board of Trustees of the Oxnard School District hereby finds, determines, declares, orders, and resolves as follows:

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15314, the Project qualifies as a Class 2 and 14 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this 26<sup>th</sup> day of June 2024, by the following vote:

<b>Board of Trustees:</b>	<b>Ayes:</b>	<b>Nays:</b>	<b>Abstentions:</b>	<b>Absences:</b>
President Veronica Robles-Solis				
Clerk Monica Madrigal Lopez				
Trustee MaryAnn Rodriguez				
Trustee Brian Melanephy				
Trustee Rose Gonzales				

---

Veronica Robles-Solis  
 President of the Board of Trustees  
 Oxnard School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on June 26, 2024.

---

Monica Madrigal Lopez  
 Clerk of the Board of Trustees  
 Oxnard School District



April 03, 2024

112-SBA-T43568

Dr. Ana DeGenna  
 Superintendent  
 Oxnard School District  
 1051 South A Street  
 Oxnard, California 93030

**Subject:** California Environmental Quality Act (CEQA) Categorical Exemption for the Construction ECDC Facilities at Rose Avenue Elementary School Project.

Dear Dr. DeGenna:

Please find as follows our findings that the proposed New ECDC Facilities at Rose Avenue Elementary School, located at the existing Rose Avenue Elementary School campus (at 220 S Driskill St, Oxnard, CA 93030), is exempt from further environmental review based on Class 2 and 14 exemptions under the California Environmental Quality Act (CEQA). In addition, attached is a completed Notice of Exemption form to be filed with the Ventura County Clerk and Recorder’s office.

**Table 1 Project Summary**

<b>Project Title:</b>	ECDC Facilities at Rose Avenue Elementary School
<b>Project Applicant (Public Agency Approving Project):</b>	Oxnard School District
<b>CEQA Exemption Recommendation:</b>	Categorical Exemption
<b>Location:</b>	220 S Driskill St, Oxnard, CA 93030
<b>Assessor Parcel Number (APN):</b>	216018102
<b>Site Size:</b>	9.28 Acres
<b>Site Access:</b>	S. Driskill St.
<b>General Plan Land Use Designation:</b>	(SCH) School
<b>Zoning:</b>	(CR) Community Reserve
<b>Current Use of Project Site:</b>	Public Elementary School
<b>Proposed Use of Project Site:</b>	Public Elementary School
<b>Surrounding Land Uses:</b>	North: Residential (R1) South: Residential (R1) East: Limited Manufacturing (LMR) West: Residential (R1)



### **Project Location and Environmental Setting:**

The project Site is located at 220 S Driskill St, Oxnard, CA 93030 (see Figure 1, Local Vicinity Map). The project site is currently used as a public elementary school. Vehicular access to the school is provided from the South via Carob Street. The approximately 10-acre site includes assessor parcel number (APN) 183028027.<sup>1</sup> The project site is surrounded on three sides by single family residential (R1) neighborhood. Directly Northeast of the project are limited manufacturing developments (LMR). The project site is located within the City of Oxnard General Plan and has a General Plan Land Use Designation of School, and Zoning designation of CR, Community Reserve.<sup>2</sup>

### **Project Description:**

Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose Avenue elementary school site. The ECDC would be located at the northwest corner of the site where the three current kindergarten classrooms (Rooms 501, 502, and 503) are located. The existing kindergarten facilities will be repurposed and modernized and incorporated with new Title 5/Title 22 classrooms to establish the new ECDC facility. The new Title 5 compliant classrooms will be capable for use as TK, K, or preschool facilities. The existing play area will be relocated and improved as required to serve the needs of these students. Students attending the ECDC would matriculate up to grade levels at their school of residence, where possible. The ECDC is proposed to be located at the northwest corner of the site where the three existing kindergarten classrooms (Rooms 501, 502, and 503) are located. These facilities will be modernized and incorporated into the new ECDC facility with three additional Title 5/22 compliant modular classrooms. The new classrooms will be inclusive of specification for kindergarten facilities which allows for their intended use and adaptability in the future, if needed, for preschool, TK, or K facilities.

The classrooms will be 1,350 square feet each including storage, prep areas, and kindergarten restrooms. The classrooms will be of modular construction and inclusive of specification of the previously approved kindergarten facilities approved by the Board which allows for their intended use and adaptability in the future, if needed, for preschool, transitional kindergarten, or kindergarten facilities. Upon completion, this project will bring the total number of new State Title 5 compliant classrooms for preschool/transitional kindergarten/kindergarten at the Site to eleven (11) that also meet the additional Title 22 preschool licensing standards.

### **CEQA Exemption Recommendation: Categorical Exemption, CEQA Guidelines Sections 15302 / 15314 – Existing Facilities:**

CEQA Guidelines Section 15302, Replacement of Reconstruction, defines a Class 2 Exemption to include replacement or reconstruction of existing structures and facilities where the new structures will be located on the same site as the structure replaced and will have substantially the

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<sup>1</sup> Ventura County Assessor Map. Accessed November 2023, URL:

<https://assessor.countyofventura.org/assessor-data/assessor-maps/>

<sup>2</sup> City of Oxnard. Online Map. Accessed November 2023, URL: <https://www.oxnard.org/city-department/community-development/planning/planning-and-zoning-search/>



same purpose and capacity as the structure replaced, including replacement or reconstruction of existing schools which do not increase capacity more than 50 percent.

CEQA Guidelines Section 15314, Minor Additions to Schools, defines a Class 14 Exemption to include minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25%, or ten classrooms, whichever is less.

**Reasons to support exemption findings:**

The Project consists of the replacement and construction of portable classrooms and associated site improvements including a kindergarten playground on the existing Rose Avenue Elementary School Campus. The Project would remove existing portable classroom units to make room for the new classrooms. The proposed project replaces existing facilities and would not increase student capacity nor would it add more than ten (10) classrooms as identified in Table 2. Therefore, the proposed project would qualify for Class 2 and 14 Exemptions.

**Table 2: Comparison of Existing and Proposed Rose Avenue ES Configuration**

	<b>Rose Avenue ES Existing Configuration</b>	<b>Rose Avenue ES Proposed Configuration</b>	<b>Percent Increase</b>
Permanent Classrooms	22	6	-72.7%
Portable Classrooms	6	0	-100%
Total Classrooms	28	6	-79.5%
Other Uses (Intervention, Music, Stem)	0	0	N/A
<b>Student Capacity</b>	496	144	<b>-71%</b>
Permanent Square Footage	21,560	6,990	-67.6%
Portable Square Footage	5,880	0	-100%
Total Building Square Footage	27,440	6,930	-74.5%
Total Site Area (Acres)	9.3	9.3	0%

**Exceptions:**

CEQA Guidelines Section 15300.2, Exceptions, details six exceptions to the exemptions. Each of the six exceptions are discussed below together with the reasons why they are not applicable to this project.

- a) **Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The Construction EDC Facilities at Rose Avenue Elementary School would occur on the existing campus. The proposed project qualifies for Class 2 and 14 exemptions and therefore this criterion is not applicable to this project.

- b) **Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

Cumulative impacts are defined in the State CEQA Guidelines Section 15355 as two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time. Public primary schools are generally considered to be a public service to the surrounding community, and capacity fluctuations are a response to cumulative population pressure.

During the last 24 years (2001-2024), the campus has not added any permanent classrooms to the campus. The proposed project includes the construction and operation of three (3) new classrooms on the existing Rose Avenue Elementary School campus, and the removal of 25 classrooms for a net reduction of 22 classrooms. With implementation of the proposed project, the new classrooms would be the only classrooms added to the school in the foreseeable future. There is no foreseeable need to increase student capacity or add additional classrooms beyond the proposed project. If there were to be a change that precipitated future development that would result in potential cumulative impacts, then potential cumulative impacts could be assessed at that time. Therefore, with implementation of the proposed project a reduction of classrooms would occur, which is allowed under a Class 2 and 14 exemptions. Therefore, no cumulative impacts are anticipated.

- c) **Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

There is no evidence to indicate that the proposed project would have a significant effect on the environment due to unusual circumstances. The proposed project includes the construction and operation of three (3) new classrooms on the existing Rose Avenue Elementary School campus. The campus is located within a developed residential neighborhood and would continue to be used as a public school with implementation of the proposed project. Access to the Site is currently from S. Driskill Street, and no changes to site access are proposed. The proposed project would be implemented in compliance with all relevant regulations and District specifications, including construction best management practices. Therefore, no impacts due to unusual circumstances are anticipated.

- d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.**

The proposed project includes the modernization of three (3) existing preschool classrooms and the construction and operation of three (3) new permanent classrooms on the existing Rose Ave Elementary School campus. There are no officially designated State Scenic Highways located within close proximity to the project site based on a review of the California State Scenic Highway System Map.<sup>3</sup> Therefore, no adverse impacts to scenic resources within a designated state scenic highway would result.

- e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

There is no evidence of RECs in connection with the Site, the surrounding school, or adjoining properties. No further environmental assessment of the Site appears to be warranted at this time. Therefore, no hazardous waste impacts are anticipated.

- f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.**

Rose Ave Elementary School is 44 years old. The campus was initially opened in 1980 and consists of 9 classrooms on an approximately 9.3-acre lot. There is no demolition of any permanent structures constructed before 1975 planned as part of the proposed project. Therefore, no adverse impacts to known historic resources are anticipated.

The ECDC Facilities es at Rose Ave Elementary School Project (“project”) described above is determined to be exempt from further environmental review requirements of CEQA of 1970, as defined in the State CEQA Guidelines for the implementation of CEQA.

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<sup>3</sup> California Department of Transportation (Caltrans). California State Scenic Highway System Map. Accessed May 2023, URL: <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>



Please contact Randy Westhaus at (805) 455-0603 ([Randy.Westhaus@tetrattech.com](mailto:Randy.Westhaus@tetrattech.com)) or Seth Hopkins at (774) 991-5822 ([Seth.Hopkins@tetrattech.com](mailto:Seth.Hopkins@tetrattech.com)) if you have any questions regarding this analysis or need additional information.

Sincerely,

**TETRA TECH**

A handwritten signature in blue ink that reads 'Randy Westhaus'.

Randy Westhaus, P.E.  
California Schools Director

A handwritten signature in blue ink that reads 'Seth L Hopkins'.

Seth Hopkins, M.A.  
Senior Environmental Planner

Attachments: Figure 1 – Local Vicinity Map  
Figure 2 – Conceptual Site Plan



# Notice of Exemption

# Appendix E

**To:** Office of Planning and Research  
 P.O. Box 3044, Room 113  
 Sacramento, CA 95812-3044  
 County Clerk  
 County of: Ventura  
 \_\_\_\_\_  
 \_\_\_\_\_

**From: (Public Agency):** Oxnard School District  
 \_\_\_\_\_  
1051 South A St,  
 \_\_\_\_\_  
Oxnard, CA 93030  
 \_\_\_\_\_  
 (Address)

**Project Title:** CONSTRUCTION OF ECDC FACILITIES AT ROSE AVENUE ELEMENTARY SCHOOL

**Project Applicant:** Oxnard School District

**Project Location - Specific:** Rose Ave Elementary School

**Project Location - City:** Oxnard **Project Location - County:** Ventura

**Description of Nature, Purpose and Beneficiaries of Project:**

The project includes the modernization of 3 existng classrooms and the construction of 3 new classrooms at the existing Rose Ave kindergarten facility, while capacity would not increase by more than 25%.

**Name of Public Agency Approving Project:** Oxnard School District

**Name of Person or Agency Carrying Out Project:** Oxnard School District

**Exempt Status: (check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 2 and 14
- Statutory Exemptions. State code number: \_\_\_\_\_

**Reasons why project is exempt:**

Project includes modernization of existing classrooms and replacement of mobile classrooms with construction of 3 new classrooms, and will not increase enrollment capacity by more than 25%.

**Lead Agency**

**Contact Person:** Valerie Mitchell **Area Code/Telephone/Extension:** (805) 385-1501

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?    Yes    No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Title:** Assistant Superintendent, Business

Signed by Lead Agency      Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_





Figure 1 - Local Vicinity Map  
Rose Avenue Elementary School  
220 S Driskill St, Oxnard, CA 93030



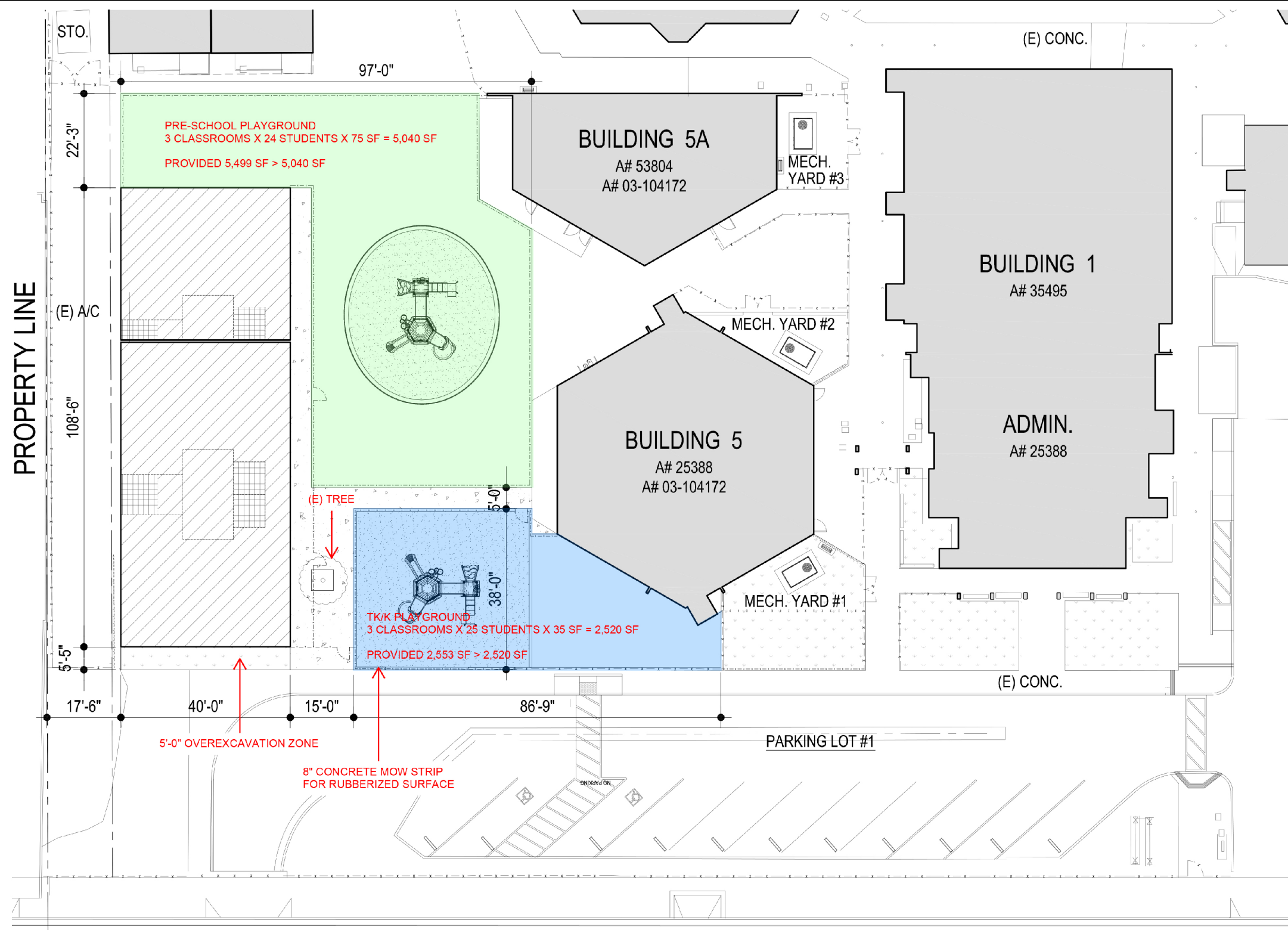


Figure 2 – Rose Avenue ES Conceptual Site Plan

DRISKILL STREET

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Acceptance of Disclosure of Collective Bargaining Agreement with Classified School Employees Association (CSEA) (Mitchell/Nuñez)**

---

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with the California School Employees Association, Chapter 272 (CSEA) are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides:

- 2% on-schedule salary increase, retroactive to July 1, 2023;
- One time, off-schedule salary payment broken down as follows:
  - o 3% for employees eligible for the district's health plan
  - o 5% for employees not eligible for the district’s health plan
- 2% towards Health & Welfare cap, effective October 1, 2025, which will raise the District cap to \$14,913

#### **FISCAL IMPACT:**

Total fiscal impact is \$2,835,700 and will be paid from a combination of General Fund Unrestricted, Supplemental & Concentration funds, and various Restricted Resources.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Classified School Employees Association (CSEA) as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Disclosure of Collective Bargaining Agreement with CSEA \(5 pages\)](#)

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: California School Employees' Association (CSEA)

The proposed agreement covers the period: Employee Type:  
 Beginning: 7/1/2023 Certificated: \_\_\_\_\_  
 Ending: 6/30/2024 Classified:   X  

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 26, 2024

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			For Multi-year Agreements		
			Current Year 2023-24	Year 2 2024-25	Year 3 2025-26
1.	<b>Salary Schedule</b> - Increase/(Decrease)	\$ 36,159,960	\$ 723,199 2.00%	\$ %	\$ %
2.	<b>Other Compensation</b>		\$ 1,446,398 4.00%	\$ %	\$ %
3.	<b>Other Compensation</b>		\$ %	\$ %	\$ %
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 14,788,732	\$ 408,311 2.76%	\$ %	\$ %
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$ 4,580,196	\$ 0 0.00%	\$ 723,199 15.79%	\$ %
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 53,595,672	\$ 2,577,909 4.81%	\$ 723,199 1.35%	\$ %
7.	<b>Total Number (FTE) of Represented Employees</b>	# 791	# 791	# 791	# 791
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 67,757	\$ 3,259 4.81%	\$ 914 1.35%	\$ %
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits)				
	-Minimum Daily Rate	\$ 313.46	\$ 326.00 4.00%	\$ %	\$ %
	-Maximum Daily Rate	\$ 681.44	\$ 708.70 4.00%	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$ 12,435	\$ 14,913	\$

**Please include comments and explanations as necessary:**

The agreement includes a 2% ongoing salary increase, retroactive to July 1, 2023. Additionally, there will be a one-time off-schedule payment: 3% for employees eligible for the district's health plan and 5% for those not eligible. Starting October 1, 2024, the district's contribution to health and welfare benefits will increase from \$12,435 to \$14,913.

**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

n/a

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

n/a

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

n/a

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**  
deficit in current and future years

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

Current year retro and off schedule will be funded by one-time funding sources

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

LCFF and General Fund Unrestricted Resources

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

LCFF and General Fund unrestricted resources.

Disclosure of Collective Bargaining Agreement  
School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 03/15/2024	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	208,801,624	0	0	208,801,624
Remaining Revenues (8100-8799)	85,529,621	0	0	85,529,621
<b>TOTAL REVENUES</b>	<b>294,331,245</b>	<b>0</b>	<b>0</b>	<b>294,331,245</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	113,131,175	2,169,598	5,530,930	120,831,703
2000 Classified Salaries	45,473,413	0	0	45,473,413
3000 Employees' Benefits	62,363,264	408,311	858,557	63,630,132
4000 Books and Supplies	18,154,136	0	0	18,154,136
5000 Services and Operating Expenses	72,146,630	0	0	72,146,630
6000 Capital Outlay	4,566,337	0	0	4,566,337
7100-7499 Other	2,049,767	0	0	2,049,767
<b>TOTAL EXPENDITURES</b>	<b>317,884,722</b>	<b>2,577,909</b>	<b>6,389,487</b>	<b>326,852,118</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(23,553,477)</b>	<b>(2,577,909)</b>	<b>(6,389,487)</b>	<b>(32,520,873)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(23,553,477)</b>	<b>(2,577,909)</b>	<b>(6,389,487)</b>	<b>(32,520,873)</b>
<b>BEGINNING BALANCE</b>	141,215,513	0	0	141,215,513
<b>CURRENT YEAR ENDING BALANCE</b>	<b>117,662,036</b>	<b>(2,577,909)</b>	<b>(6,389,487)</b>	<b>108,694,640</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	239,779	0	0	239,779
Restricted (9740)	59,310,995	0	0	59,310,995
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	26,322,789	(2,835,700)	(7,028,436)	16,458,654
Reserve for Economic Uncertainties (9789)	31,788,473	257,791	638,949	32,685,213
Unappropriated Amounts (9790)	0	0	0	0

\* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement  
School District: Oxnard School District

	<b>Multi-Year Projections</b>		
	(Col. 1) <b>2023-24 Budget after impact of Settlement (From page 3)</b>	(Col. 2) <b>Budget Year 1 2024-25</b>	(Col. 3) <b>Budget Year 2 2025-26</b>
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	208,801,624	198,318,301	195,102,744
Remaining Revenues (8100-8799)	85,529,621	67,987,121	68,835,404
<b>TOTAL REVENUES</b>	<b>294,331,245</b>	<b>266,305,422</b>	<b>263,938,148</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	120,831,703	114,543,661	113,986,993
2000 Classified Salaries	45,473,413	43,202,559	44,477,990
3000 Employees' Benefits	63,630,132	59,876,410	60,579,704
4000 Books and Supplies	18,154,136	12,821,694	12,491,913
5000 Services and Operating Expenses	72,146,630	51,302,222	50,320,969
6000 Capital Outlay	4,566,337	70,000	70,000
7100-7499 Other	2,049,767	2,058,508	2,058,508
<b>TOTAL EXPENDITURES</b>	<b>326,852,118</b>	<b>283,875,054</b>	<b>283,986,077</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(32,520,873)</b>	<b>(17,569,631)</b>	<b>(20,047,929)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(32,520,873)</b>	<b>(17,569,631)</b>	<b>(20,047,929)</b>
<b>BEGINNING BALANCE</b>	141,215,513	108,694,640	91,125,009
<b>CURRENT YEAR ENDING BALANCE</b>	<b>108,694,640</b>	<b>91,125,009</b>	<b>71,077,080</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	239,779	120,000	120,000
Restricted (9740)	59,310,995	55,274,437	49,940,026
Committed (9750 / 9760)	0	0	0
Assigned (9780)	16,458,654	7,343,067	0
Reserve for Economic Uncertainties (9789)	32,685,213	28,387,505	21,017,055
Unappropriated Amounts (9790)	0	(0)	(0)

**Multi-Year Projections Assumptions:**

--



G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2023-24	2024-25	2025-26
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 326,852,118	\$ 283,875,054	\$ 283,986,077
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 9,805,564	\$ 8,516,252	\$ 8,519,582

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2023-24	2024-25	2025-26
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 32,685,213	\$ 28,387,505	\$ 21,017,055
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 32,685,213	\$ 28,387,505	\$ 21,017,054

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes  
 No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
 District Superintendent  
 (Signature)

Dr. Anabolena DeGenna  
 Printed Name

5/28/24  
 Date

  
 District Chief Business Official  
 (Signature)

Valerie Mitchell  
 Printed Name

5/28/24  
 Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Acceptance of Disclosure of Collective Bargaining Agreement with Oxnard Supportive Services Association (OSSA) (Mitchell/Nuñez)**

---

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with Oxnard Supportive Services Association (OSSA) are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides:

- 3% on-schedule salary increase, retroactive to July 1, 2023;
- 3% one time, off-schedule salary payment;
- 1% towards Health & Welfare cap, effective January 1, 2025

#### **FISCAL IMPACT:**

Total fiscal impact is \$1,230,828 and will be paid from a combination of General Fund Unrestricted, Supplemental & Concentration funds, and various Restricted Resources.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Oxnard Supportive Services Association (OSSA) as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Disclosure of Collective Bargaining Agreement with OSSA \(5 pages\)](#)

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Oxnard Supportive Services Association

The proposed agreement covers the period: Employee Type:  
 Beginning: 7/1/2023 Certificated: X  
 Ending: 6/30/2024 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 26, 2024

**A. Proposed Change in Compensation:**

#	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2023-24	For Multi-year Agreements	
				Year 2 2024-25	Year 3 2025-26
1.	<b>Salary Schedule</b> - Increase/(Decrease) <i>Retro to July 1, 2023</i>	\$ 16,517,644	\$ 495,529 3.00%	\$ %	\$ %
2.	<b>Other Compensation</b> - <i>3% off schedule</i>		\$ 495,529 3.00%	\$ %	\$ %
3.	<b>Other Compensation</b>		\$ %	\$ %	\$ %
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,149,962	\$ 127,876 3.08%	\$ %	\$ %
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 20,667,606	\$ 1,118,934 5.41%	\$ %	\$ %
7.	<b>Total Number (FTE) of Represented Employees</b>	# 148	# 148	# 148	# 148
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 139,882	\$ 7,573 5.41%	\$ %	\$ %
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits)				
	-Minimum Daily Rate	\$ 313.46	\$ 326.00 4.00%	\$ %	\$ %
	-Maximum Daily Rate	\$ 681.44	\$ 708.70 4.00%	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$ 12,689	\$	\$

**Please include comments and explanations as necessary:**

TA is for : 3% ongoing and 3% one time, off schedule stipend. The district's cap towards health and welfare contributions will change from \$12,689 to \$7,676 effective January 1, 2025.

**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

n/a

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

n/a

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

n/a

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**  
deficit in current and future years

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

Current year retro and off schedule will be funded by one-time funding sources

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

LCFF and General Fund Unrestricted Resources

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

LCFF and General Fund unrestricted resources.

Disclosure of Collective Bargaining Agreement  
School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 03/15/2024	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	208,801,624	0	0	208,801,624
Remaining Revenues (8100-8799)	85,529,621	0	0	85,529,621
<b>TOTAL REVENUES</b>	<b>294,331,245</b>	<b>0</b>	<b>0</b>	<b>294,331,245</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	113,131,175	991,058	4,539,872	118,662,105
2000 Classified Salaries	45,473,413	0	0	45,473,413
3000 Employees' Benefits	62,363,264	127,876	730,681	63,221,821
4000 Books and Supplies	18,154,136	0	0	18,154,136
5000 Services and Operating Expenses	72,146,630	0	0	72,146,630
6000 Capital Outlay	4,566,337	0	0	4,566,337
7100-7499 Other	2,049,767	0	0	2,049,767
<b>TOTAL EXPENDITURES</b>	<b>317,884,722</b>	<b>1,118,934</b>	<b>5,270,553</b>	<b>324,274,209</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(23,553,477)</b>	<b>(1,118,934)</b>	<b>(5,270,553)</b>	<b>(29,942,964)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(23,553,477)</b>	<b>(1,118,934)</b>	<b>(5,270,553)</b>	<b>(29,942,964)</b>
<b>BEGINNING BALANCE</b>	141,215,513	0	0	141,215,513
<b>CURRENT YEAR ENDING BALANCE</b>	<b>117,662,036</b>	<b>(1,118,934)</b>	<b>(5,270,553)</b>	<b>111,272,549</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	239,779	0	0	239,779
Restricted (9740)	59,310,995	0	0	59,310,995
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	26,322,789	(1,230,828)	(5,797,608)	19,294,353
Reserve for Economic Uncertainties (9789)	31,788,473	111,893	527,055	32,427,422
Unappropriated Amounts (9790)	0	0	(0)	(0)

\* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement  
School District: Oxnard School District

	<b>Multi-Year Projections</b>		
	(Col. 1) <b>2023-24 Budget after impact of Settlement (From page 3)</b>	(Col. 2) <b>Budget Year 1 2024-25</b>	(Col. 3) <b>Budget Year 2 2025-26</b>
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	208,801,624	198,318,301	195,102,744
Remaining Revenues (8100-8799)	85,529,621	67,987,121	68,835,404
<b>TOTAL REVENUES</b>	<b>294,331,245</b>	<b>266,305,422</b>	<b>263,938,148</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	118,662,105	114,543,661	113,986,993
2000 Classified Salaries	45,473,413	42,479,360	43,031,591
3000 Employees' Benefits	63,221,821	58,744,900	58,316,684
4000 Books and Supplies	18,154,136	12,821,694	12,491,913
5000 Services and Operating Expenses	72,146,630	51,302,222	50,320,969
6000 Capital Outlay	4,566,337	70,000	70,000
7100-7499 Other	2,049,767	2,058,508	2,058,508
<b>TOTAL EXPENDITURES</b>	<b>324,274,209</b>	<b>282,020,344</b>	<b>280,276,659</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(29,942,964)</b>	<b>(15,714,922)</b>	<b>(16,338,511)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(29,942,964)</b>	<b>(15,714,922)</b>	<b>(16,338,511)</b>
<b>BEGINNING BALANCE</b>	141,215,513	111,272,549	95,557,627
<b>CURRENT YEAR ENDING BALANCE</b>	<b>111,272,549</b>	<b>95,557,627</b>	<b>79,219,116</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	239,779	120,000	120,000
Restricted (9740)	59,310,995	55,274,437	49,940,026
Committed (9750 / 9760)	0	0	0
Assigned (9780)	19,294,353	11,961,155	1,131,424
Reserve for Economic Uncertainties (9789)	32,427,422	28,202,034	28,027,666
Unappropriated Amounts (9790)	(0)	0	0

**Multi-Year Projections Assumptions:**

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Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2023-24	2024-25	2025-26
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 326,852,118	\$ 283,875,054	\$ 283,986,077
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 9,805,564	\$ 8,516,252	\$ 8,519,582

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2023-24	2024-25	2025-26
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 32,685,213	\$ 28,387,505	\$ 21,017,055
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 32,685,213	\$ 28,387,505	\$ 21,017,054

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
 District Superintendent  
 (Signature)

Dr. Anabolena DeGenna  
 Printed Name

5/28/24  
 Date

  
 District Chief Business Official  
 (Signature)

Valerie Mitchell  
 Printed Name

5/28/24  
 Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Acceptance of Disclosure of Collective Bargaining Agreement with Management and Confidential (Mitchell/Nuñez)**

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In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with Management and Confidential are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides:

- 4% on-schedule salary increase, retroactive to July 1, 2023
- 2% one time, off-schedule salary payment

#### **FISCAL IMPACT:**

The total fiscal impact is \$965,255 and will be paid from a combination of General Fund Unrestricted, Supplemental & Concentration funds, and various Restricted Resources.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Management and Confidential as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Disclosure of Collective Bargaining Agreement with Management & Confidential \(5 pages\)](#)



# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Unrepresented Groups (Classified and Certificated Management and Confidential)

The proposed agreement covers the period: Employee Type:  
 Beginning: 7/1/2023 Certificated: X  
 Ending: 6/30/2024 Classified: X

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 26, 2024

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			For Multi-year Agreements		
			Current Year 2023-24	Year 2 2024-25	Year 3 2025-26
1.	<b>Salary Schedule</b> - Increase/(Decrease)	\$ 12,138,777	\$ 485,551 4.00%	\$ %	\$ %
2.	<b>Other Compensation</b> <i>2% One time off schedule</i>		\$ 242,776 2.00%	\$ %	\$ %
3.	<b>Other Compensation</b>		\$ %	\$ %	\$ %
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,137,199	\$ 149,178 4.76%	\$ %	\$ %
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$ 1,155,070	\$ 0 0.00%	\$ 0 0.00%	\$ %
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 16,431,046	\$ 877,505 5.34%	\$ %	\$ %
7.	<b>Total Number (FTE) of Represented Employees</b>	# 87	# 87	# 87	# 87
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 189,735	\$ 10,133 5.34%	\$ %	\$ %
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits)				
	-Minimum Daily Rate	\$ 313.46	\$ 326.00 4.00%	\$ %	\$ %
	-Maximum Daily Rate	\$ 681.44	\$ 708.70 4.00%	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

**Please include comments and explanations as necessary:**

The agreement includes a 4% ongoing salary increase, retroactive to July 1, 2023. Additionally, there will be a one-time off-schedule payment of 2%

**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

n/a

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

n/a

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

n/a

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**  
deficit in current and future years

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

Current year retro and off schedule payment will be funded by one-time funding sources

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

LCFF and General Fund Unrestricted Resources

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

LCFF and General Fund Unrestricted Resources

Disclosure of Collective Bargaining Agreement  
School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 03/15/2024	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	208,801,624	0	0	208,801,624
Remaining Revenues (8100-8799)	85,529,621	0	0	85,529,621
<b>TOTAL REVENUES</b>	<b>294,331,245</b>	<b>0</b>	<b>0</b>	<b>294,331,245</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	113,131,175	728,327	7,700,528	121,560,030
2000 Classified Salaries	45,473,413	0	0	45,473,413
3000 Employees' Benefits	62,363,264	149,178	1,266,868	63,779,310
4000 Books and Supplies	18,154,136	0	0	18,154,136
5000 Services and Operating Expenses	72,146,630	0	0	72,146,630
6000 Capital Outlay	4,566,337	0	0	4,566,337
7100-7499 Other	2,049,767	0	0	2,049,767
<b>TOTAL EXPENDITURES</b>	<b>317,884,722</b>	<b>877,505</b>	<b>8,967,396</b>	<b>327,729,623</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(23,553,477)</b>	<b>(877,505)</b>	<b>(8,967,396)</b>	<b>(33,398,378)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(23,553,477)</b>	<b>(877,505)</b>	<b>(8,967,396)</b>	<b>(33,398,378)</b>
<b>BEGINNING BALANCE</b>	141,215,513	0	0	141,215,513
<b>CURRENT YEAR ENDING BALANCE</b>	<b>117,662,036</b>	<b>(877,505)</b>	<b>(8,967,396)</b>	<b>107,817,135</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	239,779	0	0	239,779
Restricted (9740)	59,310,995	0	0	59,310,995
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	26,322,789	(965,255)	(9,864,136)	15,493,398
Reserve for Economic Uncertainties (9789)	31,788,473	87,750	896,740	32,772,963
Unappropriated Amounts (9790)	0	(0)	0	0

\* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement  
School District: Oxnard School District

	<b>Multi-Year Projections</b>		
	(Col. 1) <b>2023-24 Budget after impact of Settlement (From page 3)</b>	(Col. 2) <b>Budget Year 1 2024-25</b>	(Col. 3) <b>Budget Year 2 2025-26</b>
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	208,801,624	198,318,301	195,102,744
Remaining Revenues (8100-8799)	85,529,621	67,987,121	68,835,404
<b>TOTAL REVENUES</b>	<b>294,331,245</b>	<b>266,305,422</b>	<b>263,938,148</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	121,560,030	114,543,661	113,986,993
2000 Classified Salaries	45,473,413	43,688,110	44,659,212
3000 Employees' Benefits	63,779,310	60,025,588	60,323,944
4000 Books and Supplies	18,154,136	12,821,694	12,491,913
5000 Services and Operating Expenses	72,146,630	51,302,222	50,320,969
6000 Capital Outlay	4,566,337	70,000	70,000
7100-7499 Other	2,049,767	2,058,508	2,058,508
<b>TOTAL EXPENDITURES</b>	<b>327,729,623</b>	<b>284,509,783</b>	<b>283,911,539</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(33,398,378)</b>	<b>(18,204,361)</b>	<b>(19,973,391)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(33,398,378)</b>	<b>(18,204,361)</b>	<b>(19,973,391)</b>
<b>BEGINNING BALANCE</b>	141,215,513	107,817,135	89,612,775
<b>CURRENT YEAR ENDING BALANCE</b>	<b>107,817,135</b>	<b>89,612,775</b>	<b>69,639,384</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	239,779	120,000	120,000
Restricted (9740)	59,310,995	55,274,437	49,940,026
Committed (9750 / 9760)	0	0	0
Assigned (9780)	15,493,398	5,767,359	0
Reserve for Economic Uncertainties (9789)	32,772,963	28,450,978	19,579,358
Unappropriated Amounts (9790)	0	0	(0)

**Multi-Year Projections Assumptions:**

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Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2023-24	2024-25	2025-26
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 327,729,623	\$ 284,509,783	\$ 283,911,539
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 9,831,889	\$ 8,535,293	\$ 8,517,346

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2023-24	2024-25	2025-26
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 32,772,963	\$ 28,450,978	\$ 19,579,358
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted <u>Unrestricted</u> Reserves	\$ 32,772,963	\$ 28,450,979	\$ 19,579,358

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
 District Superintendent  
 (Signature)

Dr. Anabolena DeGenna  
 Printed Name

6-11-24  
 Date

  
 District Chief Business Official  
 (Signature)

Valerie Mitchell  
 Printed Name

6/11/2024  
 Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

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

### **Establishment and Increase in Hours of Positions (Torres/Fuentes)**

---

#### **Establish**

A seven-hour 183-day Health Care Technician position number 12312 to be established at Ritchen School. This position will be established to provide one to one support per Student IEP.

A five-hour and forty-five minute 183-day Paraeducator Special Education position number 1913 to be established at Brekke. This position will be established to update the vacant Paraeducator III position to the new job description of Paraeducator-Special Education.

#### **Increase in hours**

A two-hour and forty-five minute 185-day Paraeducator Special Education position number 11494 to be increased to five hours and forty-five minutes at Kamala school. This vacant position will be increased in hours due to need for additional support.

A five-hour and forty-five minute 185-day Paraeducator Special Education position number 11747 to be increased to six hours at Brekke school. This vacant position will be increased in hours due to need for additional support.

#### **FISCAL IMPACT:**

Cost for 1 Health Care Technician position: \$70,556.00 SPED Funds

Cost for 1 Paraeducator Special Education position: \$879.59 SPED Funds

Cost for 1 Paraeducator Special Education position: \$18,590.88 SPED Funds

Cost for 1 Paraeducator Special Education position: \$14,332.69 SPED Funds.

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 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:** [Classified Personnel Actions 06.26.24 \(1 pg\).pdf](#)

[Certificated Personnel Actions 06.26.24 \(1 pg\).pdf](#)

[ANNUAL TEACHER ASSIGNMENT REPORT 6.26.24.pdf](#)



## CLASSIFIED PERSONNEL ACTIONS

June 26, 2024

**New Hires**

Hernandez, Haydee	Paraeducator Special Education, Position #8015 McAuliffe 5.75 hrs./183 days	06/03/2024
Melendez, Nellie N.	Paraeducator Special Education, Position #1001 San Miguel 5.75 hrs./183 days	06/03/2024
Platz, Leyla C.	Human Resources Assistant, Position #12235 Human Resources 8.0 hrs./246 days	06/10/2024
Thornburg, Tanya M.	Paraeducator Special Education, Position #9253 Special Education 8.0 hrs./183 days	06/03/2024

**Limited Term/Substitutes**

Morones Sapien, Rosalia	Campus Assistant (Substitute)	05/28/2024
Rivas, Christopher	Custodian (Substitute)	06/03/2024

## 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**

Guillen, Adrianna	Special Education, Teacher	2024/2025 School Year
Ibarra, Israel	Special Education, Teacher	2024/2025 School Year
Lopez, Janelle	Special Education, Teacher	2024/2025 School Year
Rodriguez, Mayra	Special Education, Teacher	2024/2025 School Year
Sneed, Madison	Special Education, Teacher	2024/2025 School Year
Velasquez, Justina	Special Education, Teacher	2024/2025 School Year
Ortega, Jenny	Substitute Teacher	2023/2024 School Year

### **Resignation**

Bush, Erin	SPED Teacher	June 14, 2024
Gonzales Nares, Elva	Principal	June 30, 2024
Harrington, Christine	Speech Therapist	June 14, 2024
Navarro, Imelda	SPED Teacher	June 14, 2024

### **Retirement**

Beal, Karen	Teacher	June 14, 2024
Booth, Nancy	Teacher	June 14, 2024
Valencia, Sylvia	Teacher	June 14, 2024

### **Return from 39-Month Rehire List**

Koppenjan, Tina	Teacher	June 6, 2024
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### **Terminated**

12182	Admin	June 30, 2024
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June 26, 2024

ANNUAL TEACHER ASSIGNMENT REPORT  
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2  
2024/2025

Pursuant to Education Codes 44256 (b) and 44258.2, each year the Board of Trustees must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the Education Code and list of teachers affected are as follows:

**Education Code 44256 (b)** allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units or 6 upper division units in the subject to be taught (Grades K-8).

<b><u>Name</u></b>	<b><u>Subject</u></b>
Tara Austin-Scott	Art

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Amendment #1 to Agreement #23-121 – IXL Learning (DeGenna/Jefferson)**

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At the Board Meeting of October 4, 2023, the Board of Trustees approved IXL Learning, Inc to provide professional development training for Mild to Moderate Teachers Professional development: Standard District success package for the term of October 5, 2023, through June 30, 2024.

Amendment # 1 to Agreement #23-121 is to extend the term through June 30, 2025, no additional cost associated.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Amendment #1 to Agreement #23-121 with IXL Learning.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment # 1 \(1 Page\)](#)

[Quote \(3 Pages\)](#)

[Agreement #23-121, IXL Learning \(22 Pages\)](#)

**Amendment #1 to Agreement #23-121 with  
IXL Learning, Inc.  
June 26, 2024**

At the Board Meeting of October 4, 2023 the Board of Trustees approved IXL Learning, Inc to provide professional development training for Mild to Moderate Teachers Professional development: Standard District success package for the term of October 5, 2023 through June 30, 2024.

Amendment # 1 to Agreement #23-121 is to extend the term through June 30, 2025, no additional cost associated.

**IXL Learning, Inc.:**

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

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

**Oxnard School District:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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



IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404 (USA)

**CUSTOMER**

Alison Raigoza  
 Oxnard School District  
 1051 S A St  
 Oxnard, CA 93030-7442

SALESPERSON	Account #	Order Type	Contract valid until
Kelly Bailey	A22-3706851	Professional Development	Through June 30, 2025

**SUBSCRIPTION INFO**

Quantity	Description	Unit Price	Total
1	Professional Development: Standard District success package	\$0.00	\$ 0.00

**PAYMENT PLAN**

	Amount	Invoice date
<b>TOTAL</b>	<b>\$0.00</b>	<b>Paid in Full</b>

**COMMENTS OR SPECIAL INSTRUCTIONS**

The purpose of this contract is to extend previously purchased professional development through the end of the 2024-2025 school year. This contract is a time extension of quote # 3706851-2023-007-6.

**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

**Acknowledged and agreed to:**

**AUTHORIZED SIGNATURE**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

Please contact IXL Learning with any questions regarding this sales contract:  
 Toll-free 1.855.255.8800 | Direct 1.650.372.4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)  
 Completed sales contracts should be faxed to 1.650.372.4301 or e-mailed to [orders@ixl.com](mailto:orders@ixl.com).



## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at 1.650.372.4300.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
  - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.





Oxnard School District

Short-Term Services Agreement

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

R24-02370
Requisition Number

P24-02056
Purchase Order Number

23-121
Contract Number

This Services Agreement (the "Agreement") is made and entered into October 4, 2023 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and IXL Learning, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

IXL Learning, Inc.
Provider
777 Mariners Islands Blvd., Suite 600
Street Address
San Mateo, CA 94404
City, State, Zip code

650-372-4301
Telephone Number
orders@ixl.com
E-mail Address
94-3321802
Tax Identification or Social Security Number

Services

Professional Development Training

Table with 3 columns: Date(s) of Service, Hour(s) of Service, Location. Row 1: October 5, 2023 through June 30, 2024, TBD, TBD.

Fees

Table with 2 columns: Description, Amount. Rows: Compensation for Services (\$25,000.00), Other Ancillary Cost, as applicable (\$0.00), Total not to Exceed (\$25,000.00).

[X] 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

**Paul Mishkin**  
\_\_\_\_\_  
Provider Authorized Signer

*Paul Mishkin*  
\_\_\_\_\_  
Signature

**9/28/2023**  
\_\_\_\_\_  
Date

**Oxnard School District**  
**Lisa A. Franz**  
\_\_\_\_\_  
Director, Purchasing

*Lisa A. Franz*  
\_\_\_\_\_  
Signature

**10-5-23**  
\_\_\_\_\_  
Date



# PROFESSIONAL LEARNING SERVICES QUOTE

IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

QUOTE # 3706851-2023-007-6  
 DATE: JULY 31, 2023

**TO:**  
 Alison Raigoza  
 Oxnard School District  
 1051 S A St  
 Oxnard, CA 93030-7442

**COMMENTS OR SPECIAL INSTRUCTIONS**

SALESPERSON	ACCOUNT #	QUOTE VALID UNTIL
Dave Guziak	A22-3706851	October 6, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Professional Development: Standard District success package	\$25,000.00	\$25,000.00
SUBTOTAL			\$25,000.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$25,000.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 3706851-2023-007-6. For international accounts, we can accept wire transfers for an additional fee.



INSURED: IXL Learning, Inc.

POLICY #: 6079015684

POLICY  
PERIOD:

11/01/2022

TO 11/01/2023



## Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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### 1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

#### C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

#### D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

#### E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

### I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

### J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
  - a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the **Named Insured**;
  - c. any physical or chemical change in any product made intentionally by such person or organization;
  - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
  - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
  - h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
    - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph **J.** also does not apply:
  - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
  - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
  - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

### K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
  - a. this **Coverage Part** provides such coverage;
  - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSURED** Provision requires the **Named Insured** to provide the additional insured such coverage; and
  - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

### 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

### 3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

### 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

#### A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

#### B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

### 5. BROAD NAMED INSURED

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or
  - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

### 6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

### 7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

#### **Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

### 8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

### 9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A.** Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b.** This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
    - (1)** such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
    - (2)** the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B.** Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
- i.** add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
  - ii.** delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
  - iii.** add the following additional exclusions.

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.
- C. DEFINITIONS** is amended to:
- i.** add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

    - a.** **professional health care services** on behalf of the **Named Insured** or
    - b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- c. add the following:

**Insured** does not include any physician while acting in his or her capacity as such.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

### b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

## 10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

## 11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:
- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
  - b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:
- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;
- E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

### 12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:
7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:
- (1) \$15,000 unless a different amount is shown here: \$<insert (\$) amount>; or
- (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:
- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

### 13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

### 14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

### 15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:
- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:



1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

### **Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
  - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

This insurance does not apply to:

### **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

### **Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

## **16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY**

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

### **Contractual Liability**

**Personal and advertising injury** for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
  - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
  - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

**Insured contract** means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B – Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

#### 17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

#### 18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

#### 19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.



## Technology General Liability Extension Endorsement

### 20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

### 21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

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#### I. AMENDMENTS TO LIABILITY COVERAGE

##### A. Amendments to Who Is An Insured

Under SECTION II – COVERED AUTOS LIABILITY COVERAGE, the paragraph entitled Who Is An Insured is amended to add the following:

##### 1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an "insured", but only if such entity is not an "insured" under any other liability "policy" that provides "auto" coverage.

##### 2. Newly Acquired Organizations

Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an "insured", but only if such organization is not an "insured" under any other liability "policy" that provides "auto" coverage. The insurance afforded by this provision:

- a. Is effective on the date of acquisition or formation of the organization, and applies until:
  - (1) The end of the policy period of this Coverage Form; or
  - (2) The next anniversary of this Coverage Form's inception date, **whichever is earlier; and**
- b. Does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

**3. Additional Insureds Required By Written Contract**

Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under **Section II – Who Is An Insured** of this Coverage Form.

**4. Employee-Hired Autos**

Any "employee" of yours is an "insured" while operating with your permission an "auto" hired or rented under a contract in that "employee's" name, while performing duties related to the conduct of your business.

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

- i. Which are no longer in force; or
- ii. Whose limits have been exhausted.

**B. Increased Loss of Earnings Allowance**

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph **(4)** to delete the \$250 a day limit for loss of earnings and replace it with a \$500 a day limit.

**C. Fellow Employee Coverage**

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee**.

**II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE**

**A. Increased Loss of Use Expense**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of \$600, and replace it with a maximum of \$800.

**B. Broadened Electronic Equipment Coverage**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs **5.a** through **5.d.** in their entirety, and replace them with the following

- 5. Exclusions **4.c.** and **4.d.** above do not apply to "loss" to any electronic equipment that at the time of "loss" is:
  - a. Permanently installed in or upon a covered "auto", nor to such equipment's antennas or other accessories used with such equipment. A \$100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or
  - b. Designed to be operated solely by use of the power from the "auto's" electrical system and is:
    - (1) Removable from a housing unit which is permanently installed in or upon the covered "auto";
    - (2) An integral part of the same unit housing any electronic equipment described in paragraphs **a.** or **b.(1)** above; or
    - (3) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

### III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

#### A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph **a.(4)**:

- (4) If your "employees" know of an "accident" or "loss", this will not mean that you have such knowledge until such "accident" or "loss" is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an "employee" designated by any of the above to be your insurance manager.

#### B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph **b.(6)**:

- (6) If your "employees" know of documents concerning a claim or "suit", this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an "employee" designated by any of the above to be your insurance manager.

#### C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

#### D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

#### E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:

Notwithstanding provisions 5.a. through 5.d. above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to "accident" or "loss."

### IV. AMENDMENTS TO DEFINITIONS

#### A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the Policy remain unchanged.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Amendment #1 to Agreement #23-208 – Pelletier & Associates Inc. (Torres/Magaña)**

---

On December 13, 2023, the Board of Trustees approved Agreement # 23-208 with Pelletier & Associates Inc., in the amount of \$30,000.00, for disability management consultation services. Pelletier & Associates will continue to focus on coordinating these services with Oxnard School District to determine the most beneficial means to accomplish the task of managing disability in the workplace.

It is necessary to amend Agreement #23-208 via Amendment #1 in the amount of \$40,000.00 due to additional funds needed to cover the 2024-2025 school year, for a revised contract amount of \$70,000.00.

#### **FISCAL IMPACT:**

\$40,000.00 – Unrestricted General Resource Fund

#### **RECOMMENDATION:**

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Amendment #1 to Agreement #23-208 with Pelletier & Associates Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Proposal \(4 Pages\)](#)

[Agreement #23-208, Pelletier & Associates Inc. \(28 Pages\)](#)

**Amendment #1 to Agreement #23-208 with  
Pelletier & Associates Inc.  
June 26, 2024**

On December 13, 2023, the Board of Trustees approved Agreement # 23-208 with Pelletier & Associates Inc., in the amount of \$30,000.00, for disability management consultation services. Pelletier & Associates will continue to focus on coordinating these services with Oxnard School District to determine the most beneficial means to accomplish the task of managing disability in the workplace.

It is necessary to amend Agreement #23-208 via Amendment #1 in the amount of \$40,000.00 due to additional funds needed to cover the 2024-2025 school year, for a revised contract amount of \$70,000.00.

**Pelletier & Associates Inc.:**

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

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

**Oxnard School District:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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





*Pelletier*  
& Associates

## **Disability Management Services & Rates (2024 – 2025)**

### **Interactive Process & Reasonable Accommodation Consultation**

These services focus on assisting employers in meeting the demand for reasonable accommodations in the workplace. Our services include consultation with employee/supervisor, evaluation of the work environment, development of job descriptions for the accommodation process and coordination with medical and legal professionals. Services are provided on an as-needed basis and are customized for each situation.

- Coordination of Interactive Process meeting
- Facilitation of Interactive Process meeting (bilingual English / Spanish available as well)
- Job Accommodation alternatives investigation and research
- Development of Job Function Analysis
- Coordination with medical professionals as needed.
- Modified/Alternative Job Offer documents.
- Comprehensive reporting

### **Manager/Supervisor Training (3 hours)**

Let us educate your staff as to all the ins and outs of the Return-to-Work process. With state and federal regulations guiding employers, it is essential that your managers understand their role in the accommodation process. Our comprehensive training program provides you with invaluable knowledge that can transform the effectiveness of your Return-to-Work process. We specifically focus on how to implement existing company policies and how to effectively communicate with injured workers to achieve positive outcomes.

Our training includes:

- Introduction to the Interactive Process
- Overview of the Americans with Disabilities Act and Fair Employment and Housing Act
- Current California case law
- ADA/FEHA definitions of disability
- Reasonable accommodations and employer's responsibilities
- Review of essential functions
- Completion of the Job Description/Essential Function Job Analysis
- The Interactive Process – steps/documentation

22996 El Toro Road, Lake Forest, CA 92630  
949.206-2293 ph ■ 949.340-2217 fax  
[www.pelletierinc.com](http://www.pelletierinc.com)



*Pelletier*  
& Associates

### **Accommodation Process & Policy Development**

These services are provided on an as requested basis when the employer is interested in developing a cohesive Reasonable Accommodation process. Creation of forms, letters, notices, checklists and reports as well as development of process guidelines, organizational charts and flowcharts provide the parties involved a clear understanding of the requirements and responsibilities of the organization when it comes to the accommodation process. Specialized consultation on software enhancement or development is also part of this service offering.

### **Travel Time & Mileage Reimbursements**

Pelletier & Associates includes, at no additional charge, travel to and from the client within a 30-minute radius of Lake Forest, CA. Travel to and from the client beyond this radius is charged per hour, mileage included.



Pelletier  
& Associates

## NOTES TO CLIENT

- The Client is responsible for any decision made regarding employees' work status.
- The Client is responsible for any decision made regarding employees' medical leave status.
- The Client is responsible for any decision made regarding the implementation of reasonable accommodations.
- The Client is responsible for any decision made regarding the discontinuation of any accommodation.
- The Client is responsible for requesting Interactive Process meetings, follow-up Interactive Process meetings and consultation regarding reasonable accommodations.
- It is "best practice" to have disability management policies established which can guide the disability management process. The Client establishes and determines disability management policy, communicates it to Pelletier & Associates, Inc., and we assume it to be up to date as it applies to any given case. At The Client's request, Pelletier & Associates, Inc. will work with The Client to establish or strengthen a policy.
- Pelletier & Associates, Inc. assumes that information provided by The Client is complete, up to date, and the most current that is available. This information will be provided to Pelletier & Associates, Inc. before Interactive Process meetings are scheduled.
- Pelletier & Associates, Inc. will perform work at the request of the Client and is not responsible for interacting or communicating independently with Client employees.
- *All documents will be delivered to our cloud-based document delivery system.*



*Pelletier*  
& Associates

## PELLETIER & ASSOCIATES, INC. RATES AND COSTS

<i>Description of Service</i>	<i>Professional Rate / Fees</i>
All aspects of the Interactive Process including scheduling, meeting facilitation, reporting, and coordination services (including but not limited to writing employee notification letters, MD clarification letters, report development, creating work agreements, document review, research, and telephone calls)	\$155 per hour *
Accommodation and Policy development	\$155 per hour *
Manager/Supervisor Training	\$1,050 per session *
Travel Time if necessary (includes mileage).	\$77.50 per hour *
<i>*Unless otherwise negotiated and agreed upon in writing, annual increases will occur automatically on the anniversary of this agreement. These increases will approximate the annual CPI increase reported over the previous 12 months.</i>	

22996 El Toro Road, Lake Forest, CA 92630  
949.206-2293 ph ■ 949.340-2217 fax  
www.pelletierinc.com



SERVICES AGREEMENT

Requisition Number 23-208

Contract Number 23-208

Purchase Order Number P24-03246

This Services Agreement (the "Agreement") is made and entered into this 13th day of December, 2023 by and between Oxnard School District (hereinafter referred to as "District") and Pelletier & Associates Inc. (hereinafter referred to as "Provider.")

PROVIDER.

Pelletier & Associates Inc.

Provider

22996 El Toro Road

Street Address

Lake Forest, CA 92630

City, State, Zip code

116-50-3956

Tax Identification or Social Security Number

949-206-9923

Telephone Number

949-340-2117

Fax Number

diana@pelletierinc.com

E-mail Address

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 23-208

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 November 1, 2023, and terminate on June 30, 2025. 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:

**Oxnard School District**

District

Attn: Norma Magana

1051 South A Street

Street

Oxnard, CA 93030

City, State, Zip Code

**Pelletier & Associates Inc.**

Provider

Attn: Diana Pelletier

22996 El Toro Road

Street

Lake Forest, CA 92630

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

By: Lisa A. Franz  
Signature

Lisa A. Franz  
Name

Director, Purchasing  
Title

Pelletier Associates, Inc.  
Provider

[Signature]  
Signature

Diane Pelletier  
Name

President  
Title

## STATEMENT OF WORK

### DESCRIPTION OF WORK:

\*SEE ATTACHED PROPOSAL

### WORK SCHEDULE:

TBD

**23-208**

Contract Number

Page 12 of 15



## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ <u>30,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>30,000.00</u>
Deposit	\$ <u>-----</u>
Balance Due after Completion of Services	\$ <u>-----</u>

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

**PAYMENT SCHEDULE:**

Submit invoices monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [nmagana@oxnardsd.org](mailto:nmagana@oxnardsd.org).  
Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: December 13, 2023

Provider: Pelletier & Associates Inc.

**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.

Diana Pelletier/President  
Name/ Title of Authorized Representative  
[Signature] 11-22-23  
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.

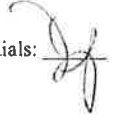
By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and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

Diana Pelletier/President  
Name/ Title of Authorized Representative  
[Signature] 11-22-23  
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:

Handwritten initials in cursive script, possibly reading 'JF'.





## DISABILITY MANAGEMENT SERVICES AND RATES 2023

### ***Background***

Pelletier & Associates is a Workforce Productivity Solutions company specializing in training and consultation services to organizations in the area of integrated disability management, injury prevention, and career development. Our background is particularly focused in the areas of return-to-work services, ergonomics, and workers' compensation. With a focus on assisting individuals in returning to work, identifying reasonable accommodations in the workplace and the prevention of repetitive motion injuries, Pelletier & Associates has developed a streamlined and effective system to ensure that not only individuals, but organizations see the value in providing these services.

**Interactive Process Meetings:** Pelletier & Associates, Inc. has been providing disability management services for over 20 years. Ms. Pelletier is a recognized Subject Matter Expert in the California Fair Employment and Housing Act and Americans with Disabilities Act requirements and has worked with public and private organizations assisting with the coordination, facilitation, and documentation of these meetings for over 25 years. She is experienced in the identification of reasonable accommodations in the workplace and is well positioned to assist return-to-work efforts as a Certified Ergonomics Assessment Specialist II. Ms. Pelletier facilitates in-person Interactive Process meetings with all organization stakeholders and is familiar and comfortable when dealing with all other interested parties including applicant's attorneys, union representatives, or employee family members in meetings. She is a specialist at navigating complex, difficult situations with aplomb, and is clearly focused on meeting objectives. In today's current health climate, Ms. Pelletier has become well-versed in conducting meetings in a virtual setting as well. Pelletier & Associates, Inc. has fully documented all Interactive Process meetings with comprehensive reports that outline all relevant details. Pelletier & Associates, Inc. also develops supporting documentation

Pelletier & Associates, Inc. / P3 Ergonomics  
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[www.pelletierinc.com](http://www.pelletierinc.com) / [www.p3ergonomics.com](http://www.p3ergonomics.com)



## **DISABILITY MANAGEMENT SERVICES AND RATES**

**2023**

for the Interactive Process, such as medical clarification correspondence, temporary or permanent work agreements, requests for Fit for Duty exams, and the like.

***Rates: \$150 per hour for all related services***

**Essential Function Job Analyses:** Pelletier & Associates, Inc. has conducted Essential Functions Job Analyses for organizations for over 15 years. Ms. Pelletier has been conducting EFJAs for over 30 years and is a recognized expert in this process. The list of occupations analyzed is extensive and includes all the job categories found in public organizations such as: administrative, public safety (fire and police), custodial, groundskeeping, trades, and many others. Ms. Pelletier is also bilingual Spanish speaking, which has been valuable when collecting data from incumbents in particular industries. Our staff members are well versed in the observation, classification, and documentation of jobs utilizing industry standards. We follow a standardized process which includes survey completion, job observation, incumbent and supervisor interview, weights and measures data collection utilizing scales, push/pull force gauges, and hand and finger grip tools and photo documentation of the worksite, tools and equipment used. Pelletier & Associates, Inc.'s EFJA methodology results in a document that is usable and practical in its application and provides interested parties with data that can be easily understood.

***Rates: \$825 per Essential Function Job Analysis, all inclusive***

**Consultation on ADA and FEHA related matters:** As noted previously, Ms. Pelletier is an industry-recognized expert in this field. She provides consultation and guidance to many organizations in the area of application of regulations, identification of reasonable accommodations, return-to-work strategies and solutions, utilization of EFJAs, workers' compensation processes, and more. As a Certified Professional in Disability Management for

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## **DISABILITY MANAGEMENT SERVICES AND RATES 2023**

over 20 years, Ms. Pelletier brings to her clients a wealth of knowledge related to this industry. The benefit of having seen hundreds of situations related to occupational and non-occupational injury and illness, disability, reasonable accommodation strategies, workers' compensation case matters, and thousands of job observations positions her as a solid expert in this field.

***Rates: \$150 per hour for all related services***

**Expert Testimony:** As noted previously, Ms. Pelletier is regarded as a Subject Matter Expert and has experience acting as an Expert Witness in this capacity. She has had recent experience (in the last three years) of providing defense expert services including review of reasonable accommodations, labor market analysis, ADA/FEHA issues, employability, diminished future earning capacity and rebuttal of vocational evaluation reports proposing 100% disability claims. Ms. Pelletier is comfortable with comprehensive med-legal document review and has provided expert testimony in depositions and trials both in civil court and for the Workers' Compensation Appeals Board in Orange and Los Angeles counties.

***Rates: \$300 per hour for consultation, file review, research, and report development***

***\$350 per hour for testimony (1 hour minimum)***

***\$100 per hour for travel in Southern California***

### **Manager/Supervisor Training**

Let us educate your staff as to all the ins and outs of the Return-to-Work process. With state and federal regulations guiding employers, it is essential that your managers understand their role in the accommodation process. Our training includes:

- Introduction to the Interactive Process

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## DISABILITY MANAGEMENT SERVICES AND RATES

2023

- Overview of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA)
- Current RTW case law
- ADA/FEHA definitions of disability
- Reasonable accommodations
- Review of essential and marginal functions
- Job Description/Essential Function Job Analysis
- The Interactive Process – Steps and Documentation

Our comprehensive services provide you with invaluable knowledge that can transform the effectiveness of your Return-to-Work process. At Pelletier & Associates we specifically focus on how to implement existing company policies and how to communicate with your injured workers to achieve the most positive outcomes possible.

***Rates: \$800 per two-hour training session***

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

#### A. Supplementary Payments

Section A.1. Business Liability is modified as follows:

1. The \$250 limit shown in Paragraph A.1.f.(1)(b) Coverage Extension - Supplementary Payments for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph A.1.f.(1)(d) Coverage Extension - Supplementary Payments for reasonable expenses and loss of earnings is replaced by a \$500 limit.

#### B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section B.1. Exclusions - Applicable To Business Liability Coverage is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

**C. Incidental Medical Malpractice Injury**

1. Paragraph (4) under Paragraph **B.1.J. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.
2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:
  - a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:
    - (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
    - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
  - b. This coverage does not apply to:
    - (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
    - (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
    - (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

**D. Mobile Equipment**

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

**E. Blanket Additional Insured (Owners, Contractors Or Lessors)**

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
  - a. Currently in effect or becoming effective during the term of this policy; and
  - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance afforded to the additional insured is limited as follows:
  - a. The person or organization is only an additional insured with respect to liability arising out of:
    - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
    - (2) Caused in whole or in part by your ongoing operations performed for that insured.
  - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
  - c. The insurance afforded to the additional insured does not apply to:
    - (1) Liability arising out of the sole negligence of the additional insured;
    - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
  - (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

**F. Newly Formed Or Acquired Organizations**

The following is added to Section C. Who Is An Insured:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section A.1. Business Liability does not apply to:
  - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
  - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**G. Aggregate Limits**

The following is added to Paragraph D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**H. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- 1. Paragraph E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.



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I. Section F. Liability And Medical Expenses Definitions is modified as follows:

1. Paragraph F.3. is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph F.9. is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph F.14.b. Personal And Advertising Injury is replaced by the following:

- b. Malicious prosecution or abuse of process;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph H. **Other Insurance of Section III – Common Policy Conditions** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE\***

**Name Of Person Or Organization:**

blanket waiver of subrogation

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

\*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



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of 178

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: UB-9P466508-23-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

MANAGEMENT CONSULTANTS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_



## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** June 26, 2024

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

**Approval of Agreement #24-01, County of Ventura/Ventura County Behavioral Health  
(Fox/Nocero)**

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Ventura County Behavioral Health (VCBH) Logrando Bienestar will provide primary contact to establish direct communication with District staff. Will provide in-person and/or virtual parent education on mental health issues. Will work collaboratively to reduce barriers to identification and treatment of mental illness and provide targeted support to individuals within District. VCBH will work collaboratively with District staff in community outreach and awareness activities. Will provide information to District staff regarding treatment of students (consistent with FERPA and HIPAA). VCBH will work with District staff to establish goals for measurement of success. And will work in collaboration with District's counseling team to ensure continuity and coordination of behavioral health services.

Term of Agreement: July 1, 2024 through June 30, 2027

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-01 with County of Ventura/Ventura County Behavioral Health.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-01, Ventura County Behavioral Health \(7 Pages\)](#)

**OSD Agreement #24-01**

**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** (“District”) and the **County of Ventura**, through its Behavioral Health Department (“VCBH”). Either District and VCBH may be referred to below 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, on the terms and conditions set forth below in this MOA.

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 during the term of this MOA.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOA is that of an 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 in this MOA 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 as agreed otherwise in this MOA, 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, and without breaching this MOA, render services to any other entity.
  - b. During the term of this MOA, the District may, independent of its relationship with VCBH, and 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, 2024** and continue through **June 30, 2027**. Thereafter, the term of the MOA may be renewed for two additional periods of one year each, upon execution of an amendment signed by both parties.
5. **PAYMENT AND EXPENSES.** The VCBH Services are provided without payment from the District.
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 the Services. Any attempted assignment or transfer in violation of this MOA shall be null and void and of no force and effect.
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.
8. **NOTICE.** Any notice, demand or request required or permitted to be given under this MOA shall be deemed fulfilled by sending it in writing 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

to such party at its address set forth below:

Oxnard School District	Ventura County Behavioral Health VCBH
Attn: Jodi Nocero	Attn: Sara Sanchez, BH Division Manager
email: <a href="mailto:jnocero@oxnardsd.org">jnocero@oxnardsd.org</a>	Email: <a href="mailto:sara.sanchez@ventura.org">sara.sanchez@ventura.org</a>
1051 S A Street	1911 Williams Drive, Suite 200
Street	Street
Oxnard, CA 93030	Oxnard CA, 93036
City, State, Zip Code	City, State, Zip Code

9. **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 the 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.
  
10. **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.
  
11. **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.
  
12. **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.

13. **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.
- b. 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. The 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.

14. **INSURANCE.** The parties acknowledge and agree that both parties are public entities and self-insured. Each party will maintain coverage 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 the 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.

15. **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.

16. **GOVERNING LAW AND VENUE.**

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.

17. **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.

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. 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.
- Each party will bear its own costs for this process.

18. **NATURE OF AGREEMENT; AMENDMENT.** This MOA constitutes the complete and binding expression of the understanding of the parties with respect to the services to be provided. This MOA may only be amended or modified by a written instrument signed by authorized representatives of each of the parties hereto.

19. **THIRD PARTY RIGHTS.** Nothing in this MOA shall be construed to give any rights or benefits to anyone other than District and VCBH.

20. **RECITALS; PARAGRAPH HEADINGS.** The recitals set forth above are incorporated by this reference. The headings of the paragraphs are inserted only for the purpose of convenient reference.

21. **AUTHORITY.** 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  
District

COUNTY OF VENTURA  
VCBH

By:

\_\_\_\_\_  
Signature

Lisa A. Franz  
\_\_\_\_\_  
Name

Director of Purchasing  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
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:** June 26, 2024

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

### **Approval of Agreement #24-02 – County of Ventura – Human Services Agency (Fox/Nocero)**

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The communities where the social workers will be placed have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

Term of Agreement: July 1, 2024 through June 24, 2025

#### **FISCAL IMPACT:**

\$476,172.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #24-02 with the County of Ventura – Human Services Agency.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-02, County of Ventura - Human Services Agency \(15 Pages\)](#)  
[Exhibit A \(2 Pages\)](#)  
[Annual Share Cost Sheet \(1 Page\)](#)



# SERVICES AGREEMENT

Requisition Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Contract Number \_\_\_\_\_

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

## PROVIDER.

Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street Address \_\_\_\_\_

Fax Number \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

E-mail Address \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_

- A. District desires to engage Provider to perform services as more particularly described in the "Statement of Work" which is attached hereto and incorporated herein by this reference (referred to as the "Statement of Work, "Work" or "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.**

a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant’s services and obligations under this agreement.

b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District’s obligations under this Agreement.

~~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:~~

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

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

- 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**. Both parties are public entities, subject to certain requirements and limitations. This Agreement and the obligations of both parties 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.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.
19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the parties shall bear their own 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:**

Please send invoices to [jnocero@oxnardsd.org](mailto:jnocero@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: \_\_\_\_\_, 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(e) 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(e) or a serious felony listed in Penal Code §1192(e) 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: \_\_\_\_\_



## FY 24-25 Exhibit A (Scope of Services)

- I. Consultant will perform the following services under the captioned agreement:

Place Social Workers at Oxnard School District sites in communities that have been identified by Ventura County Human Services Agency consensus data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these social workers serve on the districts SARB board, supporting the entire district.

- Target population are families that have children at Healthy Start schools: Mckinna, Lopez, Ramona, Kamala, Chavez, Rose, and Frank. Schools included are in the 93030 and 93033 zip codes.
- Families can be referred through the School Attendance Review Board (SARB) or other Oxnard school district collaboration.
- Focus of services will be on preventative interventions to:
  - Prevent separation of children
  - Decrease time in care
  - Produce better outcomes for families
  - Provide a nontraditional response to concerns of abuse or neglect
- Preventive interventions include:
  - Family assessment/home visits
  - General parenting education
  - Basic life skills
  - Engaging support network
  - Educational advocacy
  - Support and service to migrating families
  - DEI/cultural responsiveness assessment
  - Collaborating with MICOP
  - Referrals to community resources
  - SARB services

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the district:

- Provide quarterly statistical reports for each site identifying the nature of referrals
- Provide support and resource coordination to a minimum of 15 students/families per month
- Serve on the School Attendance Review Board (SARB) for the district
- Coordinate pre and post parent and teacher surveys that have been approved by the district

- III. During performance of the services, consultant will keep the district apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
Statistic reports on referrals for each site	Quarterly
Provide school site with identified students on each caseload	regularly
Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
Social Worker will meet with principal and other school personnel as needed	Weekly
Director of pupil services will meet quarterly with the Healthy Start manager	Quarterly

- IV. Consultant will provide technology (computers, monitors, printers, etc) ergonomic equipment (keyboards and ergonomic chairs), and small, portable furniture (bookshelves, filing cabinets etc) for Healthy Start staff.
- V. The District will provide large furniture (desks, chairs, tables etc) as well as Internet access to Healthy Start staff.
- VI. The scope of services, including services, work product and personnel are subject to change by mutual agreement. In the absence of a mutual agreement regarding the need to change any aspects of performance, consultant shall comply with the scope of services as indicated above.

**Oxnard School District/CFS Healthy Start Annual Share Cost Sheet 2024-25**

School	Position	Annual Cost	1.00 FTE		50% CWS Match	50% OSD Cost	
McKinna and Lopez	127292 CWSW - YolandaGonzalez	\$166,792	\$166,792		\$83,396	\$83,396	
McKinna and Lopez	117646 OA - Patricia Gonzalez	\$111,218	\$111,218		\$55,609	\$55,609	
Totals		\$278,010	\$278,010		\$139,005	\$139,005	
<b>PSSF (FTE (50% paid by PSSF and 50% split CWS/OSD))</b>					50% PSSF	25% CWS Match	25% OSD Cost
Cesar Chavez and Ramon	128088 CWSW - Dafne Aguilar	\$153,763	\$153,763		\$76,882	\$38,441	\$38,441
Cesar Chavez and Ramon	117848 OA - Maricela Lopez	\$115,135	\$115,135		\$57,568	\$28,784	\$28,784
Totals		\$268,898	\$268,898		\$134,449	\$67,225	\$67,225
					50% CWS Match	50% OSD Cost	
Frank and Rose Avenue	126139 CWSW - Monica Rodriguez	\$145,685	\$145,685		\$72,843	\$72,843	
Frank and Rose Avenue	OA - TBD	\$103,900	\$103,900		\$51,950	\$51,950	
Totals		\$249,585	\$249,585		\$124,793	\$124,793	
					50% CWS Match	50% OSD Cost	
Kamala	125545 CWSW - Veronica Rodriguez	\$169,265	\$169,265		\$84,633	\$84,633	
Kamala	118368 OA - Luis Hernandez	\$107,635	\$107,635		\$53,818	\$53,818	
Totals		\$276,901	\$276,901		\$138,450	\$138,450	

<b>Supplies for Youth</b>	\$4,000
<b>Supplies for School Events</b>	\$2,700

<b>Total Share of Cost OSD</b>	<b>\$476,172</b>
(does not include supervision, equipment, staff supplies, etc.)	
Difference from FY 2023-24 Contract	\$437,207
	<b>\$38,965</b>

- Notes:**
- 1-Project includes schools: McKinna/Frank and Rose Ave/Kamala: funded with costs shared FTE by OSD (50%) and CWS (50%) match funds, Cesar Chavez which has been funded with PSSF funds for 50% of FTE with the other 50% of FTE is shared between CWS Match Funding (25%) and OSD Cost (25%).
  - 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA).
  - 3-Annual cost is based on FY 2024-25 salaries and benefits (S&B) for the assigned staff.
  - 4-FTE assigned calculated based on the available funding provided by OSD (same as for FY 24-25).

Weeks per year	52
Days paid per week	5
Days paid per year	260
% of FTE Available	100%
Days Available (paid)	245

Paid days include holidays, sick, vacation, training, LOA, etc.

Contract Term Requested by OSD (July 3, 2024, through June 28, 2025)		
Jul	20	
Aug	22	
Sept	20	62
Oct	23	
Nov	19	
Dec	18	60
Jan	20	
Feb	19	
Mar	20	59
Apr	22	
May	22	
Jun	20	64
	245	
Less Days Available	-245	
Days Over Budget	0	

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-12, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2024-2025 (Fox/Shea)**

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The City of Oxnard will provide an academic and enrichment after school program at the 20 schools in the Oxnard School District. The City of Oxnard will hire staff, operate each program from the end of the school day until 6:00pm every regular school day, and provide services for 30 intersession/non-school days. The City of Oxnard will meet the minimum attendance required by the ASES Grant and will serve the students as required by the ELOP funding. The City of Oxnard will also provide professional development for after school program staff, including staff of collaborating organizations.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$4,590,000.00 - to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-12 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-12, City of Oxnard \(106 Pages\)](#)



E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities (“ELOP”) Program, After School Education and Safety (“ASES”) Program, and/or the 21<sup>st</sup> Century Community Learning Centers (“21<sup>st</sup> CCLC”) Program for academic school year 2024-2025, commencing July 1, 2024 and ending June 30, 2025 (collectively, the “Grant”). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that 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 here 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. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the “Contract.”

**2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2024 to and including June 30, 2025 (the “Term”). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

**3. Performance of the Services; Time for Performance.** Service Provider shall provide the services set forth in Service Provider’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Service Provider may also agree to provide additional services, at District’s request and only with District’s prior written authorization (the “Additional Services”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

#### **4. Compensation and Method of Payment.**

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

**Four Million Four Hundred Twenty Thousand Dollars and Zero Cents (\$4,420,000.00)**

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

**One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00)**

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

**Fifty Dollars and Zero Cents (\$50.00) per hour**

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by the 20th, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth

in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

**5. Quarterly Review and Adjustment of Scope of Work.** District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

**6. Termination.** This Agreement may be terminated as follows.

a. **Mutual Agreement.** The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause.** Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds.** District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.



e. **Termination by District for Cause.** District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement.** Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures.** If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be

charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

**8. Service Provider's Representations and Warranties.** In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings

pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

**9. Ownership of Documents; Use of Documents by District.** All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

**10. Service Provider's Books and Records.**

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;

ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);

iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;

iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July 15, 2025, provide copies of all Records for July 1, 2024 to June 30, 2025). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records 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 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 Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

**11. Independent Contractor.** Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**12. Penal Code sections 667.5 and 1192.7.** If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been

arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

**13. Standards of Performance.** Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

**14. Confidential Information, Generally.** All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

**15. Student Privacy Laws.**

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data (“Confidential Student Data”) that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (“HIPAA”); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“FERPA”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“PPRA”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“COPPA”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“SOPIPA”); the Early Learning Personal Information Protection Act (Cal. Business and Prof. Code §§ 22586, *et seq.*) (“ELPIPA”) (collectively, the “Student Privacy Laws”). Service

Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider's officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District's request; and (d) not storing District data outside of the United States.

**16. Conflict of Interest; Disclosure of Interest.** Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider's performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a "designated employee" must disclose certain

financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board’s Bylaws Sections 9270 and 9270-E (available on the District’s website at <https://www.oxnardsd.org/domain/12>) and that it does not qualify as a “designated employee.”

\_\_\_\_\_ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a “designated employee” and should be filing financial interest disclosures but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

**17. Compliance with Applicable Laws.** Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

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**18. Undocumented Workers.** Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider 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, Service Provider 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.

**19. Non-Discrimination.** Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed,

national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**20. Assignment.** The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**21. Subcontracting.** Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

**22. Continuity of Personnel.** Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) 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; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.



**23. Assumption of Responsibility.** In accordance with Service Provider’s obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

**24. Service Provider’s Indemnification of District.**

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, “Indemnifying Party”), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, “Indemnified Party”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a “Claim” and collectively the “Claims”): (i) Indemnifying Party’s breach of any representation or warranty in the Contract; (ii) Indemnifying Party’s breach of any material provision of the Contract; (iii) Indemnifying Party’s violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party’s employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party’s provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party’s provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party’s provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party’s provision of the Services, (viii) Service Provider’s furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party’s intellectual property rights. For avoidance of doubt, Service Provider’s liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party’s indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party’s obligations under this paragraph 24 shall not be limited by Service Provider’s insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

*On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.*

\_\_\_\_\_ (Initials)

## **25. District's Indemnification of Lead Agency.**

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

**26. Enrichment Agency's Indemnification of Lead Agency.** To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

**27. Limitation of Liability.** District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

**28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

**29. Insurance.** Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

**30. 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  
1501 South A Street  
Oxnard, CA 93030  
Attention: Dr. Ginger Shea  
Phone: 805-385-1501 ext. 2324  
Email: gshea@oxnardsd.org

**To Service Provider:** City of Oxnard (Rec. Svcs.)  
305 West Third Street  
1<sup>st</sup> Floor West Wing  
Oxnard, CA 93030  
Attention: Terrel Harrison  
Phone: 805-385-7995  
Email: terrel.harrison@oxnard.org

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

**31. Excusable Delays.** Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**32. Authority to Execute.** The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

**33. Administration.** The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

**34. Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**35. Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

**36. Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**37. Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

**38. Governing Law; Jurisdiction.** The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

**39. Dispute Resolution.** It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

**40. Severability.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

**“District”**

Oxnard School District,  
a California public school district

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

**“Service Provider”**

**CITY OF OXNARD**

\_\_\_\_\_  
 John C. Zaragoza, Mayor<sup>1</sup>  
 Jennifer Yates, Purchasing Manager<sup>2</sup>

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Rose Chaparro, CITY Clerk  
(only if Mayor authorizes)

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, CITY  
Attorney (always required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
<sup>1</sup> The City Council must authorize and the Mayor must execute any agreement over \$200,000.

<sup>2</sup> The Purchasing Agent may execute any authorized agreement up to \$200,000.

**Re: Proposal: Oxnard School District Expanded Learning Opportunity Program Proposal  
FOR 2024-2025**

Please accept this proposal from the City of Oxnard's Recreation & Community Services Division (RCSD) for the Oxnard School District Expanded Learning Opportunity Program. The RCSD is determined to expand its trajectory of success in being a dependable, consistent, and active partner in helping to close the achievement gap and maintaining strong relationships with families, educational institutions, and scholars. Grounded in the celebration and capitalization of the value inherent in the cultural capital that every student possesses, an appreciation for the unique learning styles of every student, and community-based partnerships, the RCSD will continue to intentionally foster holistic student development and growth, academic excellence, and ultimately seek to realize the potential of every well-rounded scholar.

Through our Oxnard Scholars After School Program (OSASP), in alignment with existing best practices as outlined by the Oxnard School District (OSD), and in collaboration with the unique needs of every school, the RCSD ambitiously seeks to help provide every student the additional support necessary to successfully compete academically. This will be achieved through seamless and educationally enriching experiences that challenge and support the stimulation of critical thought, and self-efficacy, provide a safe and supportive environment, and meet every scholar's social and emotional needs. Through our partnership, we can continue to bridge the connection between our scholars' personal and academic lives.

The RCSD looks forward to continuing working collaboratively with the Oxnard School District and its stakeholders to give every scholar an excellent program that meets each school's



particular academic and social needs. chance to achieve their personal and academic success. Thank you kindly for your consideration of this request to continue to be integral partners in closing the achievement gap.

## **AGENCY ORGANIZATION**

### ***Agency Description***

The Recreation & Community Services Division has a successful history of working in network partnerships with local businesses, governmental agencies, and community-based organizations to facilitate and “create community” through effective programming and services. Our comprehensive network will leverage direct resources as well as provide a significant amount of in-kind contributions from the RCSD and a number of its service providers. The RCSD has significant experience and a professional history of providing excellent services to families in Oxnard. Maintaining an excellent reputation in providing highly effective services, fulfilling contractual responsibilities, and efficiently and objectively achieving or exceeding benchmarks or goals are points of pride for the RCSD. Furthermore, the RCSD’s successful history of program administration and management of multiple collaborations, and successful evaluation and oversight has resulted in consistently meeting or exceeding program goals. Recently, our Oxnard Scholars After School Program (OSASP) received the inaugural Leaders in Eating and Activity Practices (LEAP) Award at 4 after school sites through our partnership with Ventura County Public Health.

## **PROJECT TEAM**

*Oxnard Scholars* is managed and administered by a team of youth development practitioners

with extensive experience in successful after-school program design, implementation, monitoring, and tracking. Below you will find an outline of the project team including the project manager, administration, site-level staff, and additional support.

### ***Program Manager***

Cultural & Recreation Services Supervisor, who possesses administrative, management, and programming development experience in the RCSD, will be the Program Manager and serve as the primary contact with the District throughout the project year.

### ***Administration***

3 Cultural & Recreation Services Analysts will serve as the project administration team and supervise the site-level program staff. These individuals will manage the RCSD's after school program obligations and community programs targeting youth and their families, providing educational and recreational support to Site Specialists, assist with program development, implementation, supervision, evaluation, and fiduciary oversight.

### ***Site Level Staff (Per Site)***

All current and future site-level staff directly supervising students will meet the minimum qualifications, hiring requirements, and procedures for a Para-Educator in the OSD. Every program will maintain a pupil-to-staff ratio of no more than 20 to 1. Each school will include the following site level staff:

**Recreation Specialist (Site Coordinator):** The site specialist works in a full-time capacity and will be responsible for the day-to-day operations of the program including tracking attendance, direct supervision of program instructors, providing onsite staff coaching, planning meetings with

the academic liaisons and principals, scheduling parent and teacher sessions to celebrate the accomplishments of students and generate ideas to improve the academic needs of students.

**Program Instructors** (Math, Literacy, Engineering, Art and Recreation): With fidelity, the program instructors will lead lessons/activities, serve as role models, engage students, and support a culture and climate within the program that is conducive to an academically rich, motivating, safe environment for the students to learn.

**Recreation Aides** In partnership with the Oxnard Union High School District, we will hire high school juniors and seniors with an interest in youth development and education. These students will be partnered with an After School Program Instructor at all times and will assist in the implementation of daily activities. This portion of the program will also serve as a developmental and training opportunity for future hiring of instructors upon graduation from high school.

## **Sports**

The Oxnard Scholars After School Program (OSASP) includes the school athletics program as part of the daily after school activities at all 20 school sites. The OSASP will support 3rd-8th grade teams by providing coaches when needed.

- **Staffing**
  - Athletics Coordinator
  - Coaches
  - Volunteers/Assistants

Anyone interested in participating in the OSASP Athletics Program as a staff member will be required to complete and fill out a City of Oxnard employee application and will undergo all the

processes and procedures of becoming a City of Oxnard employee as stipulated by the City of Oxnard Human Resources (HR) Department. The City of Oxnard HR Department will have the final determination as far as who becomes an OSASP employee.

All volunteers will also be required to fill out a volunteer form and will undergo the City of Oxnard Volunteer Clearance process to participate in any athletic events as well as complete all required prerequisites as a paid employee.

Once cleared and approved by the City of Oxnard as an employee or volunteer, staff will be able to commence and participate in the OSASP Athletics Program and will follow all staff expectations as stated below.

- **Staff Expectations**

All approved OSASP Athletics Program Staff are required to abide by their approved schedule and will be responsible for signing in and out daily with the OSASP Site Coordinator in the site's sign in log. Staff will also complete and be responsible for submitting their own timesheet and any other requested paperwork on time. All staff are invited to participate in all OSASP activities including special events and presentations.

- Athletics Coordinator: will coordinate and be responsible for all teams that will participate in after school athletics including coordination of coaches, team registrations, transportation needs, inventory of equipment and uniforms, hosting tryouts, and communicating with parents in any issues that may arise with student athletes. Athletics Coordinators will conduct coach meetings to follow up with all coaches and to ensure all expectations are being met by students, coaches, and volunteers. In addition, the Athletics Coordinator will communicate

with the OSASP Site Coordinator regarding attendance, behavior issues/discipline, incidents, and needs of the teams and will ensure that students will abide by the requirements of the after school program.

- Coaches: will be responsible for checking in daily with the OSASP Site Coordinator and will pick up their team from the designated after school program sign-in area. At the end of the program, coaches will walk their entire team back to the sign out area. During program hours, coaches will be responsible for all students on their team including behavior and discipline while dressing out and practicing. Coaches are invited to help with homework hour if scheduled ahead of time. During games, coaches will be responsible for all students and will ride on the bus or city vans to and from game locations. Coaches will be responsible for signing out of students and for respecting all property during games. Coaches may also refer to the City of Oxnard Youth Sports Supplemental Rulebook for detailed expectations of coaches. Violations of these expectations can result in removal from the position.

- **Compensation**

- Athletic Coordinators – will be hourly employees working an average of 20 hours per week the entire school year. Additional hours worked will need prior approval from OSASP Management. The bi-weekly payroll schedule will be followed. Athletic Coordinators will be required to keep an hourly time log and will also complete their timesheet on a bi-weekly basis.

- Coaches - will be hourly employees and will work a maximum of 9-15 hours per week for the entirety of the season. Additional time will be allowed for games outside of normal scheduled working hours. Coaches will follow the bi-weekly payroll schedule. Prior approval of the work schedule will be required. Coaches will provide a weekly schedule to the OSASP Site Coordinator, Athletics Coordinator, and OSASP management if the schedule varies from week to week.

**City Corps Community Service Learning Team:** The City Corps Team will provide teams for the community service-learning component via the Jr. City Corps program at all 6th-8th grade serving school sites.

**Police Activities League:** The Police Activities League Team will provide ongoing services as part of the youth development strategies via the Youth Directors Council (YDC) at all 6th-8th grade serving school sites.

### **Plan to Hire, Maintain, and Substitute Staff**

Although current internal candidates will be considered for promotion to expeditiously capitalize on our department's strengths and foster professional development, the RCSD has a proposed plan and timeline for hiring staff.

### ***Plan to Hire Staff***

The RCSD will continue to actively recruit and hire After School Program Instructors for the Oxnard Scholars After School Program. Below you will find an outline of the ongoing recruitment process consisting of social media posts, job fairs, and flyering at local colleges as well as frequently attended locations to post on announcement boards such as Starbucks and Blenders. Interviews are scheduled biweekly to have a steady flow of applicants. As employees are hired, positions are filled at sites for the core subject areas such as Math, Literacy, Art, Engineering, and Recreation. In addition, a Jr. Recreation instructor will be placed at each school site to increase the site staff support and function as a substitute when other instructors are out, as well as filling in as a sports coach as needed.

### ***Job Posting/Outreach***

- **Social Media**
  - Facebook
  - Instagram
  - X
  
- **Job Fairs**
  - Ventura Chamber of Commerce
  - California State University Channel Islands
  - Local Community Colleges
  
- **Recruitment Partnerships**

- Oxnard Union High School District
  - Pacifica High School- TECA
  - Hueneme High School- YES Academy
- **Job Search Websites**
  - City of Oxnard
  - Indeed
  - Government Jobs
  - Ventura County Community College District
  - Jobsearcher.com
  - ZipRecruiter.com
  - Job flyer shared with district staff for distribution through the Oxnard School District

***Hiring Overview***

- Assess existing staff to fill needs and potential advancement/promotion
- Begin rigorous search/marketing of available positions
- Conduct interviews for After School Program Instructors, Recreation Aides, and Substitutes
- Inform applicants of the hiring status
- If chosen for the position, applicants will complete program prerequisites
- Submit the completed City Personnel Action Form (PAF) to the City’s HR department
- Conduct background screenings, including DOJ clearance, and drug test
- Inform approved applicants of the status
- Develop school site teams



- Total anticipated length of time

### ***Hiring Process***

- Interviews will be held every other Monday and alternating Wednesdays within the timeframe of 1:00 pm-5:00 pm.
- Email candidates moving forward with the next steps by the close of business.
  - The email will request proof of a completed college degree or completion of 48 college units and negative TB test results.
- Candidates who do not meet the minimum education requirement of successful completion of 48 college units will be scheduled to take a ParaPro exam. 2.5 hours will be allotted.
- Personnel Action Forms (PAF) will be created and sent to HR for candidates moving forward in the hiring process.
- Background checks and Livescan paperwork will be provided by HR to candidates who have completed the program's hiring prerequisites.
- HR will set up an orientation for candidates every 2 weeks at the beginning of the City's pay period cycle.
- Once HR orientation is complete, the employee will attend program orientation that clearly outlines program policies, procedures, rules and expectations, etc.

### ***Plan to Maintain Staff***

The RCSD will align with the OSD's professional development plan as follows:

- Professional Development for All Staff
  - Fall Training Topics will include: Mandated reporting, CPR/First Aid, policies and procedures, behavior management, classroom discipline, conflict resolution, ethical responsibilities of youth leadership, anti-bullying strategies, positive reinforcement, English Learner strategies, and other topics to align the after school program with the regular day (6-8 hours)
  - Ongoing all-staff professional development will be held every quarter. This will include youth development workshops in areas of: including students in program planning, leadership development, character building, project based activities, and building relationships with youth (4-6 hours)
- Participate in the OSD's literacy and math training offerings.
  - Participate in two full trainings before the start of the school year (4-6 hours) and monthly trainings to receive lesson plans and materials for the upcoming month (2 hours)
  - Homework staff (in partnership with Academic Liaison)
    - Participate in monthly trainings to introduce pacing guides, grade level standards, hands on learning activities, homework forms, incentive programs, and centers (2 hours)

- Enrichment Instructor
  - Participate in monthly training to introduce project based, hands on lessons in areas of science, technology, visual arts, career development, community service learning, music, and other culturally enriching activities based on student's needs and interests (2 hours)
  
- Recreation Instructor
  - Participate in ongoing bi-monthly meetings (1 hour) and ongoing training in topics such as California P.E. Standards and Administration of:
    - SPARK (Sports, Play Active, Recreation, for Kids), Health, Fitness & Nutrition Education from Children's Power Play! Campaign- Ventura County Public Health, and Nutrition and Physical Activity Tool Box Community Educators Training (Ventura County Public Health) (3-4 hours per month)
  
- Site Coordinators
  - Attend ongoing bi-monthly meetings (1 hour)
  - All staff will also be required to complete professional development via online training and will be able to participate in any other OSD/Region 8 Training
  - Attend Boost Conference

- California Afterschool Network (CAN) training opportunities
  - Site Coordinator Symposium
  - Continuous Quality Improvement (CQI)

### ***Staff Coverage Plan***

The RCSD will have substitute instructors available for coverage when regular staff is absent.

### **Special Strengths – Understanding our Community**

#### ***Partnerships***

In relation to professional development, the RCSD has also partnered with the Ventura County Public Health, Champions for Change Network for a Healthy California, to provide staff with training opportunities in health, fitness, and nutrition education. The City has also used a variety of agencies and resources to provide ongoing training throughout the year including the California Afterschool Network (CAN), Sports, Play and Active Recreation for Kids (SPARK), and California Parks and Recreation Society (CPRS). Program Administration also attends the Best Out of School Time (BOOST) Conference annually.

During the 2021-2022 academic year, the Oxnard Scholars After School Program began a partnership with our City's water division to include after school program students in the Water Wise art competition. Oxnard Scholars After School Program students shared their creative water-saving ideas through the art contest. Many talented students participated in the contest and it is a partnership that continues to this day. First place artwork is displayed on five of the City's recycling trucks until the end of each contest year. The Oxnard Public Library — Main Library

also features a display of the winning artwork each May in recognition of Water Awareness Month.

In addition to the Water Wise art contest, students in the program participate in the City's annual Fall Festival and Insect Festival art contest where their art is displayed for festival attendees to vote on the best artwork. Art programs and special projects are not to replace Literacy or Math curriculums.

### ***Meeting Grant Assurances, District, and Site Goals***

To meet grant assurances and district and site goals, the RCSD will ascribe to the recommended approaches as stated by California Department of Education Expanded Learning Division.

Specifically, the pillar of accountability will include compliance with outcome reporting requirements, categorical program monitoring, certified grant assurances, and fiscal audits. All programs will be research-based, linked to the instructional day, and will provide quality opportunities for active student engagement and holistic development. Furthermore, the collaboration pillar will include the development of collaborative Professional Learning Communities that will focus on fostering a learning and collaborative culture, be outcome driven, engage in action experimentation, and collective inquiry.

### ***Employee Evaluation Process***

To exercise accountability for ensuring quality control and accountability, the RCSD will implement the employee evaluation process as denoted briefly below:

- Site visits conducted by program management
  - Conduct conversations with staff
  - Observe all staff and all program components
  - Implement site visit goals

- Make personal connections with personnel at the site, and encourage reflection, provide feedback, collect snapshots of data, support accountability and planning, and identify issues critical to the site during the visit to allow local personnel to address them
- ASP Quality Self-Assessment Tool
  - Utilize formative assessment observation form to conduct an assessment
- Site Specialists will conduct daily class visits to ensure quality control and efficiency, and ensure that assurances are being met
  - Use of Employee evaluation form and provide technical assistance in areas needed
- Continuous Quality Improvement - Quality Standards for Expanding Learning in California

***Statement of Independence***

The RCSD agrees with the OSD’s Agreement for Consulting Services, Section 11 which references the RCSD shall always remain a wholly independent contractor and not an officer, employee, or agent of the District.

**RCSD’s PROGRAM DESCRIPTION**

***Vision Statement***

We create community through people, parks, and programs.

***Mission Statement***

To provide affordable recreational, physical, and cultural opportunities for all Oxnard residents

with a focus on families, youth development, and building healthy communities. The programs and services offered by the department will provide excellent value, and quality, and emphasize the equitable distribution of resources throughout the RCSD. The RCSD offers these programs in safe, attractive, and well-maintained facilities that will reflect the public needs and interests.

The implementation of the program in Oxnard School District will seek to align with the Oxnard School District Strategic Plan and Student Profile.

### ***Program Design and Delivery for Oxnard Scholars***

The RCSD will consist of two elements, as outlined by the OSD below, in collaboration with institutional principals and staff to ensure that they are integrated with the site's curriculum, instruction, and learning support activities.

- An **educational and literacy element** will provide homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history, and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- The **educational enrichment element** must offer additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation, and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. Enrichment activities may be designed to enhance the core curriculum.

### ***Program Operations Delivery***

Per legislative expectations, all elementary school participants will participate in the full day of

the after school program daily. To allow for a student-centered program that meets the needs and interests of students and program goals, middle schools will implement a flexible schedule.

Specifically, students may have three days within nine hours. The program will remain operational five days per week and three hours per day on every regular school day. The program will begin after the regular school day and will end no earlier than 6:00 p.m.

- The K-5 programs will serve approximately 100 students daily while the K-8 and middle school programs will serve 120
- The K-5 programs will enroll approximately 120 students and the K-8 and middle school programs will enroll 140 to ensure the average daily attendance
- The program will provide a waiver/release of liability outlining expectations to parents and will require parent signatures for participation, photo, video, physical activity, treatment, and permission for the RCSD to receive and use information from the OSD
- The program will leave the space provided for use in the same or better condition than found at the start of the program hours
- The program will lead the distribution of a super snack that conforms to nutrition standards as established by the district's Child Nutrition Services
- The program will provide a safe physical and emotional environment and opportunities for relationship-building and promote active student engagement
- The program will provide opportunities for community engagement through events and activities through the City of Oxnard such as Fun Fest, RockN2Sports, and other seasonal events.
- The program will provide a 9 hour day on 30 non-School Days.
- The program will work with enrichment agencies to deliver a the program to students.



## Program Schedule

4 Rotation Schedule (sample that may be adjusted to meet the needs of the program)

210		Monday	Tuesday	Thursday	Friday
Minutes	Time	Block Schedule Group 1	Block Schedule Group 2	Block Schedule Group 4	Block Schedule Group 5
15	2:30-2:45 pm	Snack			
40	2:50-3:30pm	(Group 2) Rec	(Group 1) Rec	(Group 3) Rec	(Group 4) Rec
		(Group 3) Art	(Group 3) Art	(Group 2) Art	(Group 3) Art
		(Group 4) Literacy	(Group 4) Literacy - Homework	(Group 1) Literacy - Homework	(Group 1) Literacy
		(Group 5) Math - Homework	(Group 5) Math	(Group 5) Math	(Group 2) Math
40	3:35-4:15 pm	(Group 3) Rec	(Group 3) Rec	(Group 2) Rec	(Group 2) Rec
		(Group 4) Art	(Group 4) Art	(Group 3) Art	(Group 4) Art
		(Group 5) Literacy	(Group 5) Literacy - Homework	(Group 5) Literacy - Homework	(Group 3) Literacy
		(Group 2) Math - Homework	(Group 2) Math	(Group 1) Math	(Group 1) Math
	4:15	Early Release Window			
40	4:20-5:00pm	(Group 4) Rec	(Group 4) Rec	(Group 5) Rec	(Group 3) Rec
		(Group 5) Art	(Group 5) Art	(Group 1) Art	(Group 1) Art
		(Group 2) Literacy	(Group 1) Literacy - Homework	(Group 3) Literacy - Homework	(Group 2) Literacy
		(Group 3) Math - Homework	(Group 3) Math/Literacy (Scholars)	(Group 2) Math - Homework	(Group 4) Math/Literacy (Scholars)
40	5:05 -5:45 pm	(Group 5) Rec	(Group 5) Rec	(Group 1) Rec	(Group 1) Rec
		(Group 2) Art	(Group 1) Art	(Group 5) Art	(Group 2) Art
		(Group 3) Literacy	(Group 3) Literacy - Homework	(Group 2) Literacy - Homework	(Group 4) Literacy
		(Group 4) Math - Homework	(Group 4) Math	(Group 3) Math	(Group 3) Math
15	5:45-6:00 pm	Sign Out/Board Games/Homework			

## Block Schedule for Engineering

Minutes	Time	Block Schedule Group 1	Block Schedule Group 2	Block Schedule Group 4	Block Schedule Group 5
15	2:30-2:45 pm	Snack			
40	2:50-3:30pm	Homework	Homework	Homework	Homework
40	3:35-4:15 pm	Recreation	Recreation	Recreation	Recreation
	4:15	Early Release Window			
40	4:20-5:00pm	Engineering	Engineering	Engineering	Engineering
40	5:05 -5:45 pm	Engineering	Engineering	Engineering	Engineering
15	5:45-6:00 pm	Sign Out/Board Games/Homework			

## Block Schedule for 6th-8th grade instruction at K-8 Schools

Minutes	Time	6th-8th Grade Block Schedule			
15	2:34-2:50 pm	Snack			
40	2:55-3:35pm	Homework	Homework	Homework	Homework
40	3:35-4:15 pm	Recreation	Recreation	Recreation	Recreation
	4:15	Early Release Window			
40	4:20-5:00pm	YDC	Engineering	Engineering	YDC
40	5:05 -5:45 pm	Art	Art	Art	Art
15	5:45-6:00 pm	Sign Out/Board Games/Homework			

### **EXAMPLES OF RELEVANT PROJECTS**

#### ***2011-Present Students and Schools Served***

For the past 12+ years, RCSD has provided after school programs through the Oxnard Scholars After School Program for 17 elementary and 3 middle schools serving students in grades 1st-8th. Additionally, the program has developed and coordinated the athletic program at the 3 middle schools as an after school program that has increased attendance and this year has expanded to all 20 school sites, serving grades 3-8. Overall, the RCSD supports the enrichment and development of approximately 2,200 students daily.

**2011-2024 Schools Served**

School	Address	Principal	Telephone
Brekke	1400 Martin Luther King Jr Drive Oxnard, CA 93030	Cheri Scripter	805-385-1521
Cesar Chavez	301 North Marquita Street Oxnard, CA 93030	Bertha Anguiano	805-385-1524
Curren	1101 North F Street Oxnard, CA 93030	Pablo Ordaz	805-385-1527
Driffill	910 South E Street Oxnard, CA 93030	Javier Tapia	805-385-1530
Elm	450 East Elm Street Oxnard, CA 93033	Christina Fernandez	805-385-1533
Frank	701 North Juanita Avenue Oxnard, CA 93030	Tyler Higa	805-385-1536
Fremont	1130 North M Street Oxnard, CA 93030	David De Los Santos	805-385-1539
Harrington	451 E.Olive Street Oxnard, CA, 93033	Rosaura Castellanos	805-385-1542
Kamala	634 West Kamala Street Oxnard, CA 93033	Brian Blevins	805-385-1548
Lemonwood	2001 San Mateo Place Oxnard, CA 93033	Allison Cordes	805-385-1551
Dr. Manuel M. Lopez	647 West Hill Street Oxnard, CA 93033	Genaro Magana	805-385-1545
Marina West	2501 Carob Street Oxnard, CA 93035	Elva Gonzales-Nares	805-385-1554
Marshall	2900 Thurgood Marshall Drive Oxnard, CA 93036	Chantal Anderson-Witherspoon	805-385-1557
McAuliffe	3300 West Via Marina Avenue Oxnard, CA 93035	Lynn Eborá	805-385-1560
McKinna	1600 South N. Street Oxnard, CA 93033	Erika Ragan	805-385-1563

Ramona	804 Cooper Road Oxnard, CA 93030	Christina Huizar	805-385-1569
Ritchen	2200 Cabrillo Way Oxnard, CA 93030	Nauman Zaidi	805-385-1572
Rose Avenue	220 S. Driskill Street Oxnard, CA 93030	Diana Perez	805-385-1575
Sierra Linda	2201 Jasmine Street Oxnard, CA 93036	Jorge Mares	805-385-1581
Juan Soria	3101 Dunkirk Drive Oxnard, CA 93035	Amanda Kemp	805-385-1584

***Program Administration***

- Danaly Perez, Cultural and Recreation Services Supervisor (17 years experience)
- Olga Zavala, Cultural and Recreation Services Analyst (15 years experience)
- Ana Marquez, Cultural and Recreation Services Analyst (8 years experience)
- Candidate #3, Cultural and Recreation Services Analyst ( years

**INSURANCE INFORMATION**

The RCSD is self-insured under the provisions of California Law.

**EQUAL OPPORTUNITY**

***Equal Opportunity Employer***

The RCSD upholds the equal employer expectations as stated by the Human Resources department for the City of Oxnard. The RCSD is an Equal Opportunity Employer and welcomes applications from all qualified applicants. Oxnard does not discriminate based on race, color, religion, sex, national origin, age, marital status, medical condition, disability, or sexual orientation. Oxnard makes reasonable accommodations for the disabled. If you require special arrangements to participate in the recruitment process, you must inform the Human Resources Department in writing no later than the final filing deadline. Applicants requesting such accommodation must document their request by explaining the type and extent of accommodation required.

Estimated Cost to Deliver Programming:

Temp Labor Staff	\$1,522,199.00
Permanent Staff	\$ 2,280,000.00
Sports Program	\$ 520,000.00
Fixed Cost	\$ 82,801.00
Operating	<u>\$ 185,000.00</u>
	\$4,590,000.00

**EXHIBIT A-0**  
**SCOPE OF SERVICES**

**PART I: LEAD AGENCY**

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
    - a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
    - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
    - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.
  
  - 2. Five-Day Week and Enrichment Burst Program Attendance.**
    - a. For daily five-day week program, elementary students should participate every day the program operates.
    - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
    - c. For enrichment bursts, students should participate according to the schedule for the activity.
    - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
    - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

**3. Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
  - i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
  - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)



For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
  - i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
  - iii. Site team meetings 1 hour every two weeks.

## **6. Professional Development.**

- a. Lead Agency – Management Only:
  - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
  - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

## **7. Curriculum and Activity Design.**

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

## **PART II: ENRICHMENT AGENCY**

- A. **Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

**B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

**1. Enrollment.**

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

**2. Five-Day Week and Enrichment Burst Program Attendance.**

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

**3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
- i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
- i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:
- i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

- iii. Site team meetings 1 hour every two weeks.

## **6. Curriculum and Activity Design.**

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

### **PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT**

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

### **PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES**

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

#### **PART V: DISTRICT RESPONSIBILITIES**

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency’s and Enrichment Agency’s obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

**PART VI: TANGIBLE WORK PRODUCTS**

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

**PART VIII: PERSONNEL**

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

**PART IX: SUBCONTRACTORS**

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

**PART X: AMENDMENTS**



The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

## EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
  - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

**1. General Requirements for Service Provider’s Program Coaches.**

**a. Satisfaction of Program staff requirements.** Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

**2. General Requirements for Student Eligibility in Program Sports.**

**a. Medical clearance.** Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

**b. Adherence to recommendations.** Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

**d. Sign In and Sign Out Sheet.** Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

### **3. Concussions.**

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student may have sustained concussion.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion.**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

#### **4. Sudden Cardiac Arrest ("SCA").**

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

##### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

##### **b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service



Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event.**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness.**

Service Provider agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

**b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

## **6. Methicillin-Resistant Staph Aureus (MRSA).**

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches – preventative measures.** Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs.**

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District’s policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student’s parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**e. Applicability.** At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

## **8. Event Emergency Guidelines.**

**a. Adoption of policy.** Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF**  
**EMERGENCY ASSISTANCE**

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen).**

**a. Obligation to Administer Epinephrine; Authorized Individuals.**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Service Provider Employees and Volunteers.**

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/lh/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student’s parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

## **2. Epinephrine Prescriptions.**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

## **3. Requirements for the Provision of Emergency Assistance.**

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

## **4. Copies of Documents.**

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

## **EXHIBIT B COMPENSATION**

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
  - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
  - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
  - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
  - E. Line items for:
    1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
    2. All supplies properly charged to the Services;
    3. All travel properly charged to the Services;
    4. All equipment properly charged to the Services;
    5. All materials properly charged to the Services;
    6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
  - F. Calculation of matching funds.

Not Project Related

Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B



## **EXHIBIT C INSURANCE**

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

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

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. 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 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
  1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
  2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
  3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. 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: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

**EXHIBIT D  
CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

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

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

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing



## Extracurricular Event or Activity Assumption of Risk Form

\_\_\_\_\_  
Student name (Please print)

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School/Local Educational Agency

\_\_\_\_\_  
Event or Activity Advisor (Staff)

### Voluntary Extracurricular Event or Activity

- school-related athletics
- school-related club activities
- school-related cultural activities
- school-related performing arts activities
- school-related social activities
- School-related community activities
- Other: \_\_\_\_\_

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- |  |                                     |
|--|-------------------------------------|
| 1. Sprains and strains                   | 7. Loss of eyesight                 |
| 2. Fractured bones                       | 8. Head injuries or concussion      |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness                     |
| 4. Unconsciousness                       | 10. Sudden cardiac arrest           |
| 5. Paralysis                             | 11. Death                           |
| 6. Disfigurement                         | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary telephone

\_\_\_\_\_  
Alternate telephone



## Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)

Fecha de nacimiento

Padre o tutor legal (Por favor imprima)

Dirección del estudiante

Escuela/Agencia Educativa Local

Asesor de eventos o actividades (personal)

### Evento o actividad extracurricular voluntaria

- Atletismo relacionado con la escuela
- Actividades del club relacionadas con la escuela
- Actividades culturales relacionadas con la escuela
- Actividades de artes escénicas relacionadas con la escuela
- Actividades sociales relacionadas con la escuela
- Actividades comunitarias relacionadas con la escuela
- Otro: \_\_\_\_\_

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

1. Esguinces y distensiones
2. Quebraduras
3. Laceraciones, abrasiones y avulsiones
4. Inconsciencia
5. Parálisis
6. Desfiguración
7. Pérdida de la vista
8. Lesiones en la cabeza o conmoción cerebral
9. Enfermedades causadas por el calor
10. Paro cardíaco repentino
11. Muerte
12. Exposición a enfermedades infecciosas

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.



Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

\_\_\_\_\_  
Firma (Estudiante)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma (Padre o Tutor Legal)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Teléfono principal

\_\_\_\_\_  
Teléfono alternativo

## Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

### Symptoms may include one or more of the following:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Headaches</li> <li>• “Pressure in head”</li> <li>• Nausea or vomiting</li> <li>• Neck pain</li> <li>• Balance problems or dizziness</li> <li>• Blurred, double, or fuzzy vision</li> <li>• Sensitivity to light or noise</li> <li>• Feeling sluggish or slowed down</li> <li>• Feeling foggy or groggy</li> <li>• Drowsiness</li> <li>• Change in sleep patterns</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “Don’t feel right”</li> <li>• Fatigue or low energy</li> <li>• Sadness</li> <li>• Nervousness or anxiety</li> <li>• Irritability</li> <li>• More emotional</li> <li>• Confusion</li> <li>• Concentration or memory problems (forgetting game plays)</li> <li>• Repeating the same question/comment</li> </ul> |
|--|---|

### Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

**What can happen if my child keeps on playing with a concussion or returns too soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child’s coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

**Return to Play (RTP)**

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see [cifstate.org](http://cifstate.org) for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

**Legal References:**

California Education Code section 49475,  
California Interscholastic Federation Bylaw 313

## Oxnard School District

### Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

#### Los siguientes son algunos de los síntomas de una concusión:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Dolor de cabeza</li> <li>• “Presión en la cabeza”</li> <li>• Náusea o vómito</li> <li>• Dolor de cuello</li> <li>• Problemas de equilibrio o mareos</li> <li>• Visión borrosa o visión doble</li> <li>• Sensibilidad a la luz o ruido</li> <li>• Decaído</li> <li>• Adormecido</li> <li>• Mareado</li> <li>• Cambios en los hábitos de dormir</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “No se siente bien”</li> <li>• Fatiga o energía baja</li> <li>• Tristeza</li> <li>• Nervios o ansiedad</li> <li>• Irritabilidad</li> <li>• Más sensible</li> <li>• Confundido</li> <li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li> <li>• Repetir la misma pregunta o comentario</li> </ul> |
|---|--|

#### Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

**Volver a Jugar**

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cifstate.org) para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha

**FIELD TRIP OR EXCURSION AUTHORIZATION  
AND MEDICAL TREATMENT AUTHORIZATION**

In-state

(Minor)

Out-of-state

**Completion of this form is required for all field trips / excursions.**

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Date of Birth (for emergency purposes)

\_\_\_\_\_  
Student Address

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Class/ Program

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date(s) of Field Trip/Excursion

\_\_\_\_\_  
Location of Field Trip/Excursion

\_\_\_\_\_  
Transportation Provider

- I hereby give permission** for my child or ward (named above) to participate in this Field Trip or Excursion.
- Regarding special assistance/accommodations:** Is special assistance/accommodation necessary for your child or ward to participate in this Field Trip or Excursion?  
 No     Yes. Please explain \_\_\_\_\_
- Regarding administration of medication:** All medications must be prescribed, **including** over-the-counter medications. Is your child or ward required to take medication during the course of this Field Trip or Excursion?  
 No     Yes **Parent/Guardian must contact the school office** to obtain form SFA-5010, "Authorization for Any Medication Taken during School Hours," form SFA-5030, "Authorization For Medications Taken During School Hours, School Activities and Field Trips" or form SFA-5040, "Extended Field Trip or Excursion Medication Authorization" (which must be signed by parent/guardian and child or ward's physician).

**4. If you have health insurance, please list:**

_____ Health Insurance Company	_____ Policy Number	_____ Group Number
-----------------------------------	------------------------	-----------------------

**5. Please list additional emergency contacts, should the parent/guardian be unavailable:**

_____ Emergency Contact	_____ Telephone
----------------------------	--------------------

_____ Emergency Contact	_____ Telephone
----------------------------	--------------------

**6. Conduct:** I fully understand that all participants are to abide by and accept all rules and requirements governing conduct during the Field Trip or Excursion. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards will be sent home at their own or their parent/guardian's expense.

**7. Waiver of Claims for Liability:** I understand that California Education Code, Section 35330 provides:

"All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."

In providing consent for my child or ward to attend and participate in this Field Trip or Excursion, I waive all claims against the district for injury, accident, illness, or death occurring during or by reason of this Field Trip or Excursion.

I understand that the District does not require my child or ward to participate in the Field Trip or Excursion and I make this request voluntarily because I desire my child or ward to participate in the Field Trip or Excursion. I also understand that, if I do not consent to my child or ward's participation, my child or ward will be involved in alternative supervised activities, for which my child or ward will receive full credit.

**8. In the event of illness or injury,** I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of my child or ward. It is understood that the resulting expenses will be the responsibility of the child or ward's parent(s)/guardian(s).

**9. I have carefully read this authorization and fully understand its contents and voluntarily consent to its terms and conditions.**

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager

# AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

Dentro del Estado

(Menor de Edad)

Fuera Del Estado

Es un requisito completen esta forma para todos los paseos educativos o excursiones.

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones:** ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?  
 No  Si Explique por favor. \_\_\_\_\_
3. **Con respecto a la administración de medicamento:** Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?  
 No  Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:  
"Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.

8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

Blanco – Supervisor de Paseo Educativo/Excursión  
SFA 2010S, Rev. 6/17/2014

Amarillo – Escuela

Rosa – Padre/Madre/Gu **368**



## OXNARD SCHOOL DISTRICT

# Parent/Student CIF Heat Illness Information Sheet

### Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

### What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

**PREVENTION:** There are several steps which can be taken to prevent heat illness from occurring:

**ADEQUATE HYDRATION:** The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

**GRADUAL ACCLIMATIZATION:** Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).



**HEAT EXHAUSTION:** Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

<ul style="list-style-type: none"> <li>• Dizziness, lightheadedness, weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Profuse sweating</li> </ul>
<ul style="list-style-type: none"> <li>• Headache</li> </ul>	<ul style="list-style-type: none"> <li>• Cool, clammy skin</li> </ul>
<ul style="list-style-type: none"> <li>• Nausea</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Diarrhea, urge to defecate</li> </ul>	<ul style="list-style-type: none"> <li>• Decreased urine output</li> </ul>
<ul style="list-style-type: none"> <li>• Pallor, chills</li> </ul>	

**TREATMENT:** Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

**HEAT STROKE:** Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

**WARNING SYMPTOMS:**

**This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.**

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"> <li>• Dizziness</li> </ul>	<ul style="list-style-type: none"> <li>• Weakness</li> </ul>
<ul style="list-style-type: none"> <li>• Drowsiness, loss of consciousness</li> </ul>	<ul style="list-style-type: none"> <li>• Hot and wet or dry skin</li> </ul>
<ul style="list-style-type: none"> <li>• Seizures</li> </ul>	<ul style="list-style-type: none"> <li>• Rapid heartbeat, low blood pressure</li> </ul>
<ul style="list-style-type: none"> <li>• Staggering, disorientation</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)</li> </ul>	<ul style="list-style-type: none"> <li>• Vomiting, diarrhea</li> </ul>

**Final Thoughts for Parents and Guardians:**

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

_____	_____	_____
Student-Athlete Name - <i>Printed</i>	Student-Athlete - <i>Signature</i>	Date
_____	_____	_____
Parent Or Legal Guardian Name - <i>Printed</i>	Parent or Legal Guardian - <i>Signature</i>	Date



## Hoja de información CIF para padres/estudiantes referente a la insolación

### ¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1º de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

### ¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardíacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la pérdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

**PREVENCIÓN:** Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

**LA HIDRATACIÓN APROPIADA:** El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es oscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar reemplazando los líquidos antes y después de las sesiones de práctica.

**LA ACLIMATACIÓN GRADUAL:** La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

**EL AGOTAMIENTO DEBIDO AL CALOR:** Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

**TRATAMIENTO:** Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no es rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

**INFARTO DEBIDO AL CALOR:** Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

**SÍNTOMAS DE ALARMA:**

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

<b>Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:</b>	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

**Consejos finales para los padres y tutores legales:**

Cada vez que planea y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el fútbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a un infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha



## OXNARD SCHOOL DISTRICT Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

### **Side effects may include one or more of the following:**

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

### **Risks are greater with the following:**

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

### **Unless specifically advised by your health care provider, medications to avoid include:**

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

**KNOW YOUR OPTIONS**

**Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:**

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

**IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:**

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration:  
[www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou)
- Visit [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Education Code section 49476

Adapted from the Center for Disease Control and Prevention and the American Hospital Association



## DISTRITO ESCOLAR DE OXNARD

### Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

#### **Los efectos secundarios pueden incluir uno o más de los siguientes:**

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

#### **Los riesgos son mayores con lo siguiente:**

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

#### **A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:**

- Benzodicepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.



**SEPA CUÁLES SON SUS OPCIONES**

**Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riesgos y efectos secundarios. Las opciones podrían ser las siguientes:**

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

**SI LE RECETAN OPIOIDES PARA EL DOLOR:**

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
  - Establezcan juntos un plan para tratar el dolor.
  - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
  - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
  - Nunca venda ni comparta opioides recetados.
  - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: [www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou).
- Visite [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Nombre del Estudiante Deportista

\_\_\_\_\_  
Firma del Estudiante Deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del Padre o Tutor Legal

\_\_\_\_\_  
Firma del Padre o Tutor Legal

\_\_\_\_\_  
Fecha

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

**OXNARD SCHOOL DISTRICT**  
**Parent/Student CIF Steroid Information Sheet and Acknowledgement**



“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

\_\_\_\_\_  
Student-Athlete Name - *Printed*

\_\_\_\_\_  
Student-Athlete - *Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Name - *Printed*

\_\_\_\_\_  
Parent or Legal Guardian - *Signature*

\_\_\_\_\_  
Date





## DISTRITO ESCOLAR DE OXNARD

### Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

“Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica”. (Estatuto CIF 503.I)

#### Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

#### Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha

Oxnard School District  
**Sudden Cardiac Arrest Information Sheet**

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- Fainting or seizure, especially during or right after exercise;
- Fainting repeatedly or with excitement or startle;
- Excessive shortness of breath during exercise;
- Racing or fluttering heart palpitations or irregular heartbeat;
- Repeated dizziness or lightheadedness;
- Chest pain or discomfort with exercise;
- Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- Known structural heart abnormality, repaired or unrepaired;
- Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- Family history of known heart abnormalities or sudden death before age 50;
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements.

**How Common is Sudden Cardiac Arrest in the United States?**

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

### **Who is at Risk for Sudden Cardiac Arrest?**

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will “just go away.” Additionally, some health history factors increase the risk of SCA.

### **What Should You do if your Student Athlete is Experiencing any of these Symptoms?**

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor’s feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### **Return to Play (RTP)**

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

### **Acknowledgment**

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student’s sports program

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Interscholastic Federation Bylaw 503

## Oxnard School District

### Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia del Paro Cardíaco Repentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- Colapso o convulsiones, especialmente justo después de ejercitarse;
- Colapso frecuente, o por emoción o susto;
- Falta excesiva de aliento durante el ejercicio;
- Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- Mareo o aturdimiento frecuente;
- Dolor o malestar en el pecho al ejercitarse;
- Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- La presencia de una anomalía estructural del corazón, reparada o no reparada;
- Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- Un historial clínico familiar de anomalías cardíacas conocidas o muerte repentina antes de los 50 años;
- Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- El consumo de enervantes tales como cocaína, inhalantes, drogas “recreativas,” bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

#### **¿Qué tan común es el PCR en los Estados Unidos?**

Por ser la principal causa de muerte en los EE. UU. cada año suceden más de 300,000 paros cardíacos lejos de los hospitales, de los que nueve de cada diez son mortales. Miles de jóvenes son víctimas de los paros cardíacos repentinos por ser la segunda causa de muerte en menores de 25 años y la principal razón por la que mueren los atletas adolescentes durante el ejercicio.

### **¿Quién corre el riesgo de sufrir un paro cardíaco repentino?**

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que “desaparecerán.” Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

### **¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?**

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

### **Volver a Jugar**

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

\_\_\_\_\_  
Nombre Del Atleta Adolescente

\_\_\_\_\_  
Firma Del Atleta Adolescente

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre Del Padre/ Tutor

\_\_\_\_\_  
Firma Del Padre/ Tutor

\_\_\_\_\_  
Fecha

Referencia legal:

Federación Interescolar de California Por Ley 503

# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

\_\_\_\_\_

\_\_\_\_\_

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.  
 Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
<b>HEART HEALTH QUESTIONS ABOUT YOU</b>	<b>Yes</b>	<b>No</b>	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
<b>HEART HEALTH QUESTIONS ABOUT YOUR FAMILY</b>	<b>Yes</b>	<b>No</b>	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
<b>BONE AND JOINT QUESTIONS</b>	<b>Yes</b>	<b>No</b>	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			<b>FEMALES ONLY</b>		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# ■ PREPARTICIPATION PHYSICAL EVALUATION

## THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	<b>Yes</b>	<b>No</b>
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

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Please indicate if you have ever had any of the following.

	Yes	No
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

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I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_



# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO



# ■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name \_\_\_\_\_ Sex  M  F Age \_\_\_\_\_ Date of birth \_\_\_\_\_

- Cleared for all sports without restriction  
 Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_

Reason \_\_\_\_\_

Recommendations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

## EMERGENCY INFORMATION

Allergies \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other information \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_

Nombre \_\_\_\_\_

Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

**Medicinas y Alergias:** Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias?  Sí  No Si tienes alergias, indica la alergia  
 Medicinas  Pólen  Comidas  Insectos específica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No	Preguntas Médicas	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón?			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: <input type="checkbox"/> Asma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infecciones <input type="checkbox"/> Otro: _____			27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
3. ¿Has pasado la noche en un hospital?			28. ¿Hay alguien en su familia que tiene asma?		
4. ¿Has tenido alguna cirugía?			29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
<b>Preguntas de la salud de tu corazón</b>	<b>Sí</b>	<b>No</b>	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?			32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: <input type="checkbox"/> Alta presión sanguínea <input type="checkbox"/> soplo cardíaco <input type="checkbox"/> Colesterol alto <input type="checkbox"/> Infección del corazón <input type="checkbox"/> Enfermedad de Kawasaki <input type="checkbox"/> Otro: _____			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
9. ¿Ha pedido un médico un examen médico de tu corazón?			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?			36. ¿Tiene antecedentes de trastornos convulsivos?		
11. ¿Has tenido un incautación inexplicable?			37. ¿Tiene dolores de cabeza con el ejercicio?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?			38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
<b>Preguntas de la salud de los corazones de tu familia</b>	<b>Sí</b>	<b>No</b>	39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrofica, síndrome de Marfan, la miocardiopatía aritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
15. ¿Tiene alguien en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?			42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
16. ¿Tiene alguien en tu familia desmayos inexplicables, incauciones inexplicables o casi ahogo?			43. ¿Ha tenido problemas con sus ojos o visión?		
<b>Preguntas de huesos y articulaciones</b>	<b>Sí</b>	<b>No</b>	44. ¿Ha tenido lesiones en los ojos?		
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?			45. ¿Usted usa anteojos o lentes de contacto?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?			46. ¿Usa gafas de protección, o anteojos de seguridad?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?			47. ¿Le preocupa su peso?		
20. ¿Alguna vez has tenido una fractura de estrés?			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)			49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?			50. ¿Alguna vez ha tenido un trastorno alimentario?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?			51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?			<b>Sólo mujeres</b>	<b>Sí</b>	<b>No</b>
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?			52. ¿Alguna vez ha tenido un periodo menstrual?		
			53. ¿Qué edad tenía cuando tuvo su primer periodo menstrual?		
			54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "si" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## EL ATLETA CON NECESIDADES ESPECIALES:

### FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico \_\_\_\_\_

Nombre \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_

Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

Explique respuestas "si" aquí

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	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bífida		
La alergia al látex		

Por favor, indique si alguna vez ha tenido alguna de las siguientes.

Explique respuestas "si" aquí

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Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.

<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

# ■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name \_\_\_\_\_ Sex  M  F Age \_\_\_\_\_ Date of birth \_\_\_\_\_

- Cleared for all sports without restriction  
 Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Signature of physician \_\_\_\_\_, MD or DO

## EMERGENCY INFORMATION

Allergies \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other information \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## School Athletics Physical Contact Acknowledgement

\_\_\_\_\_  
Student name

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School

\_\_\_\_\_  
Sport/Activity

\_\_\_\_\_  
Coach/Instructor

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-13 – Unfold the Soul (Fox/Shea)**

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Provide an onsite customized comprehensive Professional Learning Day for staff on August 12, 2024.

#### **FISCAL IMPACT:**

\$10,500.00 – Title II Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-13 with Unfold the Soul.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-13, Unfold the Soul \(4 Pages\)](#)  
[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
----------------------	-----------	------



**Unfold The Soul - Ken Williams & Associates**  
 Business Address: 71 Turnberry Trce, Sharpsburg, GA 30277  
 Mailing Address: PO Box 452, Sharpsburg, GA 30277  
 info@unfoldthesoul.com Phone: (877) 6-UNFOLD

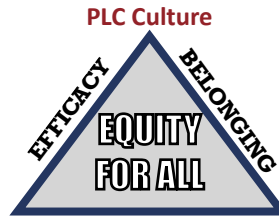


## Professional Learning Proposal

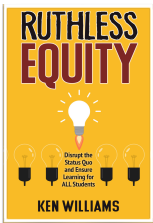
**Oxnard School District**

**August 2024**

**Ginger Shea**



Unfold The Soul believes a coaching commitment with multiple touch-points is important for establishing and sustaining a **PLC culture** of **equity** and **excellence**. We empower teachers and leaders to leverage the power of professional learning communities through the lens of the **Four Rules of Ruthlessness from Ruthless Equity**:



1. A Commitment to **Courage Over Comfort**
2. A Commitment to **Dismantle Ability Groups**
3. A Commitment to **Start With The CROWN**
4. A Commitment to **Momentum Over Mood Rings**

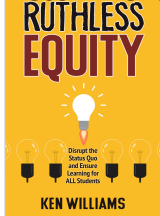
### 1. **One Onsite Customized Professional Learning Day**

**August 12, 2024**

- **Up to 4hrs - Focus Areas:** Moving PLCs from activity to action, character, promising practices, ensuring equity, clarity around PLC protocols, expectations, action steps, mission, buy-in, and a ligning training content into the existing collaborative meeting structure.

**Investment: \$10,500**

### 2. **Recommended Professional Learning Resources:**



**Ruthless Equity:**  
*Disrupt the Status-Quo and Ensure Equity for ALL Students*

**Retail \$24.95/copy**  
**Discount \$15.00/copy**  
 plus shipping

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-17, Panorama Education (Fox/Nocero)**

---

Panorama Education will provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning. Panorama Surveys helps schools and districts collect valid and reliable feedback about a wide range of topics that matter most – from engagement and communication to school climate and culture. Panorama for Social-Emotional Learning helps educators understand students’ SEL – the skills and mindset that enable students to succeed in school and in life – with research-backed measures and actionable data reports. Panorama Student Success provides a complete picture of every student’s academics, attendance, behavior, and social-emotional learning (SEL) progress in school.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$210,500.00 – Multi-Tiered System of Support (MTSS) Grant

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-17 with Panorama Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-17, Panorama Education \(15 Pages\)](#)  
[Proposal \(7 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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



If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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 [jnocero@oxnardsd.org](mailto:jnocero@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: \_\_\_\_\_

# SERVICE ORDER



**Oxnard School District (CA)**  
**1051 S A St**  
**Oxnard / CA / 93030**

**Panorama Education, Inc.**  
**24 School St, Fourth Floor**  
**Boston, MA 02108**

**Contact:**  
 Account Management Team  
[contact@panoramaed.com](mailto:contact@panoramaed.com)  
 (617) 356-8123

**Primary Contact Name:** Anabolena DeGenna  
**Primary Contact Phone Number:** 805-385-1501  
**Primary Contact Email Address:** [adegenna@oxnardsd.org](mailto:adegenna@oxnardsd.org)

**Effective Date:** 7/1/2024  
**Contract End Date:** 6/30/2025  
**Invoiced on Effective Date, Net 30**  
**Pricing Valid Through:** 03/28/2024

<b>(1) Description of Services and (2) Fees</b>	
<b>Licenses/Services</b>	<b>Fees Over Term</b>
<b>Student Success Platform:</b> Behavior Analytics; Core Assessments; Interventions and Progress Monitoring; SIS Integration; On-Site Foundations Teaching & Learning Package; Virtual Foundations Package;	<b>\$ 110,500.00</b>
<b>Panorama Survey Platform:</b> Family Surveys; Student Surveys; Teacher and Staff Surveys;	<b>\$ 59,500.00</b>
<b>Check-Ins:</b> * Check-ins surveys and reporting	<b>\$ 10,500.00</b>
<b>Consultation (Virtual):</b> <span style="float: right;"><b>20 included</b></span> Includes a virtually facilitated session with one school- or district-based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.	<b>\$ 15,000.00</b>
<b>Program-Focused Advising:</b> <span style="float: right;"><b>1 included</b></span> Includes monthly or 12x annual advising support with a professional learning advisor.	<b>\$ 15,000.00</b>

<b>Total Over Contract Term:</b>	<b>\$ 210,500.00</b>
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**(3) Agreement**

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

**(4) Supplemental Terms and Conditions (if any)**

**(5) Client Accounts Payable Information**

<i>Accounts Payable Contact Name</i>	Patricia Nunez
<i>Accounts Payable Phone Number</i>	
<i>Accounts Payable Email Address</i>	accountspayable@oxnardsd.org
<i>Will Client Be Submitting Purchase Order?</i>	YES [ X ]    NO [ ]

**Authorization**

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

## BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

### 1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they

govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

### 2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a

manner not prescribed by Panorama or in a field that is not a Structured Field.

### **3 FEES; PAYMENT TERMS**

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

### **4 TERM, TERMINATION**

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.



## 5 CONFIDENTIALITY

5.1 As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party (“Disclosing Party”) that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (“Receiving Party”); provided, however, that a Disclosing Party’s business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama’s Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information” if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party’s Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving

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any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party’s written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party’s Confidential Information, and all embodiments thereof, that is in Receiving Party’s possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

## 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN “AS-IS” BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

## 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT’S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE

PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing;

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or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

## 8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything

herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 **Assignment.** Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 **Equitable Relief.** In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 **Governance.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 **Agreement.** Both parties agree that the Agreement is the complete and exclusive statement of the mutual

understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 **Notices.** All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

5.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Approval of Agreement #24-23 – N2Y, LLC (DeGenna/Jefferson)**

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N2Y, LLC will provide on-site professional development training to Moderate/ Severe Special Education teachers on August 7, 2024.

#### **FISCAL IMPACT:**

\$5,250.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #24-23 with N2Y, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-23, N2Y, LLC \(4 Pages\)](#)  
[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





Quote No.	Opportunity No.	Date
Q-156347	OPP-388982	4/5/2024

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Theresa McGee t2mcgee@oxnardsd.org

Bill To	Ship To
Oxnard School District 1051 South A Street Oxnard, California 93030	Oxnard School District 1051 South A Street Oxnard, California 93030

Date	Payment Terms	RFP / Contract #	Purchase Order
4/5/2024	Net 30		

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
1	PD PL ONSITE	Onsite Professional Learning	New				\$5,250.00	\$5,250.00

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total: \$5,250.00  
Sales Tax: \$0.00  
Total: \$5,250.00

**Please Note:**

- This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
- Multi-year Quotes require full payment of the Quote amount up front.
- Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
- n2y accepts ACH Payments, checks, or credit cards for all orders.
- If paying by credit card for a quote without an invoice,
  - Orders greater than \$5,000 will include a 4% processing fee
  - Credit card payments CANNOT be processed via phone or email. They can only be processed through our online store via a link.
  - Reach out to your Sales Representative to request a link to pay.
- Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-156347	OPP-388982	4/5/2024

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. **Preferred:** Email your purchase order along with a copy of your Quote to [sales@n2y.com](mailto:sales@n2y.com) or to your Sales Representative. **Email will result in faster processing.**
2. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
3. To request to use a credit card for payment, contact your n2y Sales Representative via the email address listed below.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-156347** on the purchase order.

n2y, LLC  
PO Box 550  
Huron, OH 44839

**n2y Math Manipulatives and Paper Kits are subject to availability.**

**Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.**

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Ken Schafer  
Account Executive  
[kschafer@n2y.com](mailto:kschafer@n2y.com)  
(419) 433-9800 ext.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement No. 24-24 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Mitchell/Corona)**

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Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Foster School, located on the Frank Middle School campus. This is a standard renewal of an ongoing contract.

#### **FISCAL IMPACT:**

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement No. 24-24 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2024-25 fiscal year.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement No. 24-24 \(4 pages\)](#)

**OSD AGREEMENT NO. 24-24**  
**CHILD NUTRITION SERVICES AGREEMENT**  
**FOR SUPPLYING BREAKFAST AND LUNCHES TO FOSTER SCHOOL**

This agreement, executed in duplicate and entered into on June 26, 2024, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Foster School administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Foster School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at RJ Frank School Cafeteria, 701 N Juanita Avenue, Oxnard, CA 93030.
- 2) Oxnard School District shall provide the necessary utensils and napkins.
- 3) Children from Foster School will travel from their classrooms to the Frank Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Frank Cafeteria and delivered by Frank Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Foster School. Foster School staff will notify Frank Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Foster faculty. Subsequent notification will be given should changes be necessary.
- 7) Foster shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.
- 9) Oxnard School District, VCOE & Foster shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet

the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.

10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.

11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.

12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.

13) The term of this agreement shall be from July 1, 2024, until June 30, 2025, unless terminated by either party upon 30 days notice with cause.

14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COLINTY OFFICE OF EDUCATION

\_\_\_\_\_  
SIGNATURE

Valerie Mitchell  
\_\_\_\_\_  
NAME

Assistant Superintendent, Business & Fiscal Services  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

*Lisa Cline*  
\_\_\_\_\_  
SIGNATURE

*Lisa Cline*  
\_\_\_\_\_  
NAME

*Executive Director*  
\_\_\_\_\_  
TITLE

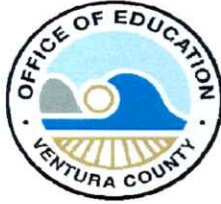
*5-14-24*  
\_\_\_\_\_  
DATE



# Oxnard School District 2024-2025 School Calendar

July 2024							January 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	1	New Year's Day					
7	8	9	10	11	12	13	1-10	Winter Break					
14	15	16	17	18	19	20	20	Martin Luther King Jr. Holiday					
21	22	23	24	25	26	27							
28	29	30	31										
August 2024							February 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	6-7	Conference Days (minimum days for students)					
7	8	9	10	11	12	13	14	President's Day Holiday					
14	15	16	17	18	19	20	17	President's Day Holiday					
21	22	23	24	25	26	27							
28	29	30	31										
September 2024							March 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	3	District PD Day (no students)					
7	8	9	10	11	12	13							
14	15	16	17	18	19	20							
21	22	23	24	25	26	27							
28	29	30											
October 2024							April 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	7-21	Spring Break					
7	8	9	10	11	12	13							
14	15	16	17	18	19	20							
21	22	23	24	25	26	27							
28	29	30	31										
November 2024							May 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	26	Memorial Day Holiday					
7	8	9	10	11	12	13							
14	15	16	17	18	19	20							
21	22	23	24	25	26	27							
28	29	30											
December 2024							June 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	18	Last Day of School (Min. Day for teachers & students)					
7	8	9	10	11	12	13	19	Juneteenth Holiday					
14	15	16	17	18	19	20							
21	22	23	24	25	26	27							
28	29	30	31										

School Calendar	S	M	T	W	TH	F	S
August 2024					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
September 2024	25	26	27	28	29	30	31
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
October 2024	22	23	24	25	26	27	28
	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
November 2024	20	21	22	23	24	25	26
	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
December 2024	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
January 2025	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
February 2025	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
March 2025	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31	1	2	3	4	5
April 2025	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	1	2	3
May 2025	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
June 2025	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
July 2025	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		



**2024-2025**  
**FOSTER MIDDLE SCHOOL**  
 800 Morado Place  
 Oxnard, CA 93030  
 805-437-1440 (VCOE Office Phone)

Bell Times	Regular Day	Minimum Day
	8:00 a.m. to 1:30 p.m.	8:00 a.m. to 11:00 a.m.

LEGEND	
	New Employee Orientation
	Teacher Prep Day/Non-Pupil Day
	First Day of School
	Minimum Day
	Holiday/VCOE Offices Closed
	No Class/Non-Pupil Day
	Last Day of School/Minimum Day
	ESY Begins
	ESY Ends

IMPORTANT DATES	
New Employee Training	Aug. 5-9
Teacher Prep Day/Non-Pupil Day	Aug. 12-14
First Day of School	Aug. 15
Labor Day Holiday	Sep. 2
Minimum Day	Sep. 11
Minimum Day	Sep. 25
Minimum Day	Oct. 23
Veteran's Day Holiday	Nov. 11
Minimum Day	Nov. 20
VCOE Schools Fall Break	Nov. 25-27
Thanksgiving Holiday	Nov. 28-29
Minimum Day	Dec. 18
Winter Break	Dec. 23-Jan. 10
Class Reconvenes	Jan. 13
Martin Luther King Jr. Holiday	Jan. 20
Minimum Day	Jan. 22
President's Holiday	Feb. 14, 17
Minimum Day	Feb. 26
Minimum Day	Mar. 12
Minimum Day	Mar. 19
Spring Break	Apr. 7-17
Spring Break Holiday	Apr. 18
No Class/Non-Pupil Day	Apr. 21
Minimum Day	Apr. 23
Minimum Day/All Staff Day	May 14
Memorial Day	May 26
Last Day of School/Minimum Day	June 13
First Day of ESY	June 16
Juneteenth Holiday	June 19
Independence Day	July 4
Last Day of ESY	July 11

180 Instructional Days	
Aug - 12	
Sept - 20	
Oct - 23	
Nov - 15	
Dec - 15	
Jan - 14	
Feb - 18	
Mar - 21	
Apr - 11	
May - 21	
June - 10	

3- OSD Non Student Day



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement No. 24-25 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Mitchell/Corona)**

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Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Dwire School, located on the McAuliffe School campus. This is a standard renewal of an ongoing contract.

#### **FISCAL IMPACT:**

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement No. 24-25 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2024-25 fiscal year.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement No. 24-25 \(4 pages\)](#)



**OSD AGREEMENT NO. 24-25**  
**CHILD NUTRITION SERVICES AGREEMENT**  
**FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL**

This agreement, executed in duplicate and entered into on June 26, 2024, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Dwire School administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Dwire School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at Christa McAuliffe School Cafeteria, 3300 Via Marina Avenue, Oxnard, CA 93035.
- 2) Oxnard School District shall provide the necessary utensils and napkins.
- 3) Children from Dwire School will travel from their classrooms at Dwire to the Christa McAuliffe Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Christa McAuliffe Cafeteria and delivered by Christa McAuliffe Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Dwire School. Dwire School staff will notify Christa McAuliffe Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Dwire faculty. Subsequent notification will be given should changes be necessary.
- 7) Dwire shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.
- 9) Oxnard School District, VCOE & Dwire shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet

the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.

10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.

11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.

12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.

13) The term of this agreement shall be from July 1, 2024, until June 30, 2025, unless terminated by either party upon 30 days notice with cause.

14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
SIGNATURE

Lisa Cline  
SIGNATURE

Valerie Mitchell  
\_\_\_\_\_  
NAME

Lisa Cline  
NAME

Assistant Superintendent, Business & Fiscal Services  
TITLE

Executive Director  
TITLE

\_\_\_\_\_  
DATE

5-14-24  
DATE

# Oxnard School District 2024-2025 School Calendar

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

**July**  
4 Independence Day Holiday

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
	5	6	7	8	9	10
	11	12	13	14	15	16
	17	18	19	20	21	22
	23	24	25	26	27	28
	29	30	31			

**January**  
1 New Year's Day  
1-10 Winter Break  
20 Martin Luther King Jr. Holiday  
  
14 **Wednesdays:** student early release day

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

**August**  
12 Staff Development Day (no students)  
13 Site Staff Development Day (no students)  
14 Teacher Prep Day (no students)  
15 First Day of School  
15 **Wednesdays:** student early release day

February 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
	6	7	8	9	10	11
	12	13	14	15	16	17
	18	19	20	21	22	23
	24	25	26	27	28	29
	30	31				

**February**  
6-7 Conference Days (minimum days for students)  
14 President's Day Holiday  
17 President's Day Holiday  
  
18 **Wednesdays:** student early release day

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

**September**  
2 Labor Day Holiday

March 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
	6	7	8	9	10	11
	12	13	14	15	16	17
	18	19	20	21	22	23
	24	25	26	27	28	29
	30	31				

**March**  
3 District PD Day (no students)

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

**October**  
14 Site PD Day (no students)

April 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
	6	7	8	9	10	11
	12	13	14	15	16	17
	18	19	20	21	22	23
	24	25	26	27	28	29
	30	31				

**April**  
7-21 Spring Break

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

**November**  
1 District PD Day (no students)  
11 Veterans Day Holiday  
19-22 Conference Days (minimum days for students)  
25-29 Thanksgiving Holidays  
  
14 **Wednesdays:** student early release day

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

**December**  
20 Minimum Day for teachers and students  
23-31 Winter Break  
  
15 **Wednesdays:** student early release day

June 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
	6	7	8	9	10	11
	12	13	14	15	16	17
	18	19	20	21	22	23
	24	25	26	27	28	29
	30	31				

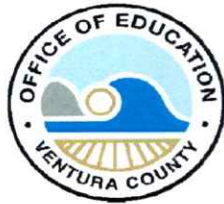
**June**  
18 Last Day of School (Min. Day for teachers & students)  
19 Juneteenth Holiday  
  
13 **Wednesdays:** student early release day

Calendar Template 2024 by Vertex42.com. Free to print.

<https://www.vertex42.com/calendars/school-calendar.html>



School Calendar	S	M	T	W	T	F	S
August 2024					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
September 2024	25	26	27	28	29	30	31
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
October 2024	22	23	24	25	26	27	28
	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
November 2024	20	21	22	23	24	25	26
	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
December 2024	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
January 2025	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
February 2025	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
March 2025	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31	1	2	3	4	5
April 2025	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	1	2	3
May 2025	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
June 2025	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
July 2025	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		



# 2024-2025 DWIRE SCHOOL

3150 Via Marina Avenue  
Oxnard, CA 93035  
805-985-7200 (VCOE Office Phone)  
805-382-9941 (FAX)

Bell Times	Regular Day	Minimum Day
TK-5th	8:30 a.m. to 2:00 p.m.	8:30 a.m. to 11:30 a.m.
PS Morning	8:30 a.m. to 11:15 a.m.	*Pre-school aged students do not attend school on minimum days.
PS Afternoon	11:15 a.m. to 2:00 p.m.	
PS Full Day	8:30 a.m. to 2:00 p.m.	

LEGEND	
	New Employee Orientation
	Teacher Prep Day/Non-Pupil Day
	First Day of School
	Minimum Day/No school PS students
	Holiday/VCOE Offices Closed
	No Class/Non-Pupil Day
	Last Day of Pre-school classes
	Last Day of Elem School/Min Day/PS Staff Development
	ESY Begins
	ESY Ends

IMPORTANT DATES	
New Employee Training	Aug. 5-9
Teacher Prep Days	Aug. 12-13
First Day of School	Aug. 14
Labor Day Holiday	Sep. 2
Minimum Day	Sep. 11
Minimum Day	Sep. 25
Minimum Day	Oct. 23
Teacher Prep/Staff Development	Nov. 1
Veteran's Day Holiday	Nov. 11
Minimum Day	Nov. 20
VCOE Schools Fall Break	Nov. 25-27
Thanksgiving Holiday	Nov. 28-29
Minimum Day	Dec. 18
Winter Break	Dec. 23-Jan. 3
Class Reconvenes	Jan. 6
Martin Luther King Jr. Holiday	Jan. 20
Minimum Day	Jan. 22
President's Holiday	Feb. 14, 17
Minimum Day	Feb. 26
Minimum Day	Mar. 12
Minimum Day	Mar. 19
Spring Break	Apr. 7-21
Spring Break Holiday	Apr. 18
Minimum Day	Apr. 23
Minimum Day/All Staff Day	May 14
Memorial Day	May 26
Last Day of Pre-school	June 5
Last Day of School/Minimum Day/PS Staff Development	June 6
First Day of ESY	June 9
Juneteenth Holiday	June 19
Independence Day	July 4
Last Day of ESY	July 4

Instructional Days		
Month	PS=168	EL=180
August	13	13
September	18	20
October	22	23
November	13	14
December	14	15
January	18	19
February	17	18
March	19	21
April	10	11
May	20	21
June	4	5

8- OSD Non Student Day

03.25.24

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

**Approval of Agreement No. 24-27 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Mitchell/Corona)**

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Oxnard School District is entering into a renewal agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2024-25 school year. The term of Agreement No. 24-27 is July 1, 2024 to June 30, 2025.

**FISCAL IMPACT:**

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement No. 24-27 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2024-25 school year.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement No. 24-27 \(10 pages\)](#)

**OSD AGREEMENT NO. 24-27**  
**STANDARD AGREEMENT FOR FOOD SERVICE/VENDING**

This AGREEMENT is entered into on this 26<sup>th</sup> day of June, 2024, by and between Child Development Resources of Ventura County, hereinafter referred to as "Agency", and the Oxnard School District, hereinafter referred to as the "Vendor".

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

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

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

Therefore, both parties here to agree as follows:

**THE VENDOR AGREES TO:**

1. Prepare and supply the meals on the School District's scheduled days of service, inclusive of necessary utensils and napkins for the CDR Head Start/State Preschools located at Sierra Linda and Harrington Schools in Oxnard, CA in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast	<u>\$2.28 each</u>	Lunch	<u>\$4.25 each</u>
Supplement/Snack	<u>\$1.18 each</u>	Supper	N/A

\*prices are subject to change up to the maximum amount of the published reimbursement rates as established by the California Department of Education for 2024-25.

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

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

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

**THE AGENCY AGREES TO:**

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



**TERMS OF THE AGREEMENT**

This agreement will take effect commencing July 1, 2024 and shall be for the period of one calendar year and shall continue through June 30, 2025. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

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

\_\_\_\_\_  
Service Provider Official Signature

Valerie Mitchell  
Service Provider Official Name (Please print)

Assistant Superintendent, Business & Fiscal Services  
Service Provider Official Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agency Official Signature

Jack Hinojosa  
Agency Official Name (Please print)

Chief Executive Officer  
Agency Official Title

6/3/2024  
Date

<b>BREAKFAST (SELECT ALL THREE COMPONENTS)<sup>1</sup></b>	<b>AGES 1–2</b>	<b>AGES 3–5</b>	<b>AGES 6–12</b>	<b>AGES 13–18<sup>2</sup></b>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH <sup>4</sup>	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS <sup>5, 6, 7</sup>	½ SLICE	½ SLICE	1 SLICE	1 SLICE
WGR OR ENRICHED BREAD	½ SERVING	½ SERVING	1 SERVING	1 SERVING
OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC.	¼ CUP	¼ CUP	½ CUP	½ CUP
OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA				
OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8, 9</sup>				
FLAKES OR ROUNDS	½ CUP	½ CUP	1 CUP	1 CUP
PUFFED CEREAL	¾ CUP	¾ CUP	1¼ CUP	1¼ CUP
GRANOLA	¾ CUP	¾ CUP	¼ CUP	¼ CUP
<b>LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)<sup>1</sup></b>				
MILK, FL <sup>3</sup>	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES <sup>4</sup>	¼ CUP	¼ CUP	½ CUP	½ CUP
FRUITS <sup>4, 10</sup>	½ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS <sup>6, 7</sup>	½ SLICE	½ SLICE	1 SLICE	1 SLICE
WGR OR ENRICHED BREAD	½ SERVING	½ SERVING	1 SERVING	1 SERVING
OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC.	¼ CUP	¼ CUP	½ CUP	½ CUP
WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA				
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY	1 OZ	1½ OZ	2 OZ	2 OZ
OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS <sup>11</sup>	1 OZ	1½ OZ	2 OZ	2 OZ
OR CHEESE	1 OZ	1½ OZ	2 OZ	2 OZ
OR EGG (LARGE)	½ EGG	¾ EGG	1 EGG	1 EGG
OR COOKED DRY BEANS OR DRY PEAS <sup>12</sup>	¼ CUP	¾ CUP	½ CUP	½ CUP
OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS	2 TBSP ½ OZ	3 TBSP ¾ OZ	4 TBSP 1 OZ	4 TBSP 1 OZ
OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS <sup>13</sup>	½ CUP OR 4 OZ	¾ CUP OR 6 OZ	1 CUP OR 8 OZ	1 CUP OR 8 OZ
OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14</sup>				

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

<b>SNACKS (SELECT TWO OF THESE FIVE COMPONENTS)<sup>15</sup></b>	<b>AGES 1–2</b>	<b>AGES 3–5</b>	<b>AGES 6–12</b>	<b>AGES 13–18<sup>2</sup></b>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS <sup>6,7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8,9</sup> FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¾ CUP  ¾ CUP ¾ CUP ¾ CUP	½ SLICE ½ SERVING ¾ CUP  ½ CUP ¾ CUP ¾ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1½ CUP ¾ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1½ CUP ¾ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS <sup>11</sup> OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14,16</sup> OR COOKED DRY BEANS OR DRY PEAS <sup>12</sup> OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¾ CUP ¾ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¾ CUP ¾ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ¾ CUP ¾ CUP 2 TBSP 1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¾ CUP 2 TBSP 1 OZ

- <sup>1</sup> Offer versus serve is an option for at-risk afterschool participants only.
- <sup>2</sup> Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.
- <sup>3</sup> Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.
- <sup>4</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- <sup>5</sup> M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.
- <sup>6</sup> At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.
- <sup>7</sup> Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.
- <sup>8</sup> Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
- <sup>9</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.
- <sup>10</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
- <sup>11</sup> Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.
- <sup>12</sup> Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.
- <sup>13</sup> No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.
- <sup>14</sup> Yogurt must contain no more than 23 g of total sugars per 6 oz.
- <sup>15</sup> Juice cannot be served when milk is served as the only other component.
- <sup>16</sup> Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

## Offer versus Serve

Adult Day Care Centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required

while still allowing those meals to be claimed for reimbursement. Under OVS each adult care center shall offer its adult participants all of the required food components as set forth in the requirements for meals (7 CFR 226.20). However, at the discretion of the adult day care center, adult participants may be permitted to decline the following:

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

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

## **NONDISCRIMINATION STATEMENT**

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

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

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

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

This institution is an equal opportunity provider.

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

# Oxnard School District 2024-2025 School Calendar

July 2024							January 2025							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6		1							
7	8	9	10	11	12	13	14	15	16	17	18	19	20	
20	21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30	31				

August 2024							February 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31											

September 2024							March 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				

October 2024							April 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				

November 2024							May 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				

December 2024							June 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30					

July 2024							January 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31				

August 2024							February 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30												

September 2024							March 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				

October 2024							April 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				

November 2024							May 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				

December 2024							June 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1						
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30					

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Approval of Agreement #24-29 – Maxim Healthcare Services (DeGenna/Jefferson)**

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Maxim Healthcare Services will provide supplemental staffing to the Special Education Department on an “as needed” basis. Maxim Healthcare Services Holdings Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. The Special Education Department will provide orientation, support, facilities, and training for the following service providers:

- Speech Language Therapist
- Behavior Technicians
- Occupational Therapist
- Psychologist
- LVN

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$2,000,000.00 – Special Education Funds

#### **RECOMMENDATION:**

It is recommended by the Director, Special Education Services, and the Superintendent, that the Board of Trustees approve Agreement #24-29 with Maxim Healthcare Services Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-29, Maxim Healthcare Services \(SPED\) \(15 Pages\)](#)  
[Rate Sheet \(1 page\)](#)





# SERVICES AGREEMENT

Requisition Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Contract Number \_\_\_\_\_

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

## PROVIDER.

Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street Address \_\_\_\_\_

Fax Number \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

E-mail Address \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_

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

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

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

Contract Number \_\_\_\_\_

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

3. **NON-EXCLUSIVITY.**

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

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

District, at District'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.

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/Time Sheets to be submitted monthly to [a4hernandez@oxnardsd.org](mailto:a4hernandez@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Terms are Net 30.

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

# Amergis Educational Staffing

## Rate Sheet 2024-2025

Please note this is a non-exhaustive list, if you have additional special requests not listed specific to your district please don't hesitate to reach out to discuss.

<b>Certificated</b>	<b>Hourly Bill Rate</b>
RN	\$90
LVN	\$70
School Credentialed RN	\$110
Behavioral Technician	\$52
BCBA	\$130
SLP	\$120-\$150
OT/PT	\$115
SLPA	\$90
COTA/PTA	\$75
School Psychologist	\$130
Teacher SPED	\$92
Teacher General Ed	\$82
APE Teacher	\$95
Social Worker – LCSW, LMFT, LPCC	\$110-\$115
Social Worker – MSW	\$90
EMT/MACNA	\$55
Principal/HR Director	\$110-\$150
Sign Language Interpreter	\$75

<b>Classified</b>	<b>Hourly Bill Rate</b>
Para Professional/Instructional Aide	\$50
Safety Supervisor	\$37
Food Service Worker	\$37
Custodian/Grounds Technician	\$37
Career Counselor	\$55
Administrative Assistant/Payroll Technician	\$42
HR Coordinator	\$45
Executive Assistant	\$50-\$90
Accounting Technician	\$55



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-30, American Language Services (Fox/Ruvalcaba)**

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American Language Services will provide over the phone, and/or in-person Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and other parent meetings during the 2024-2025 school year.

Term of Agreement: August 1, 2024 – June 30, 2025

#### **FISCAL IMPACT:**

\$20,000.00 – Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-30 with American Language Services.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-30, American Language Services \(4 Pages\)](#)  
[Proposal \(12 Pages\)](#)



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



# AML-Global

## AMERICAN LANGUAGE SERVICES

*M a k i n g T h e W o r l d S m a l l e r*

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING  
THE SOUTHERN/CALIFORNIA EDUCATIONAL COMMUNITY  
SINCE 1985**

*ISO Certified – 9001 & 13485*

## **ABOUT AMERICAN LANGUAGE SERVICES**

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. We provide a full range of multi-language communication services worldwide. Our language professionals are available 24 hours/7 days a week.

### **FULL SERVICES WORLDWIDE W/ LOCAL COVERAGE**

As an industry leader we provide a full array of language services including:

**TRANSLATION & LOCALIZATION:** 200+ Languages

**INTERPRETING:** Video Remote (VRI), On-Site & Telephonic (OPI)  
in 150+ Languages, working with all VRI Platforms

**TRANSCRIPTIONS:** Audio and Video to Text 100+ Languages

**MEDIA:** Dubbing, Voiceovers, Subtitling & other studio services

By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. We are fluent in virtually every written and spoken language around the globe. We have accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are in hundreds of countries, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

## **WE UNDERSTAND YOUR NEEDS**

AML-Global understands the needs of companies that work in the medical arena in Southern/California. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING  
THE SOUTHERN/CALIFORNIA EDUCATIONAL COMMUNITY  
SINCE 1985**

*ISO Certified – 9001 & 13485*

**INTERPRETING**

- **In-Person, Video Remote (VRI) & Telephonic (OPI)**
- Worldwide/with Local Coverage
- 24 Hours / 7 Days a week
- Certified & Qualified 200+ Languages
- Emergency & Last-minute scheduling
- Specializing in: IEP's, Parent Teacher Conferences, Staff Meetings, Disciplinary Hearing, Community Events, and Others.
- Simultaneous & Consecutive interpreting
- Native Speakers from around the globe

**TRANSLATIONS & TRANSCRIPTIONS**

- IEP's, Student Transcripts, Announcements, Handbooks, Newsletters, Community Meetings, and Others.
- Excellent Rates with Fast turnaround
- All Deadlines met
- Immediate Response for Quotes
- Meticulous and Precise
- Certified & Notarized documents
- Transcriptions, All media, 150+ Languages

**DESKTOP PUBLISHING**

- **All Major Software**  
InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products & many others
- PC & Mac operating platforms
- Print Ready Delivery

**QUALITY CONTROL**

- 360 Degree Quality Control Process
- All translations include a 3 Step Process:  
Translation, Proofing & Editing
- ISO 9001 & 13485 Certified

**WE HAVE THE WORDS YOU NEED, BECAUSE WE SPEAK YOUR LANGUAGE**

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING  
THE SOUTHERN/CALIFORNIA EDUCATIONAL COMMUNITY  
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## **TRANSLATION RATES**

(Partial List of Key Languages) Supporting 200+ languages

<b><i>LANGUAGE</i></b>	<b><i>PRICE PER WORD</i></b>
Arabic	\$.16-.18
Chinese	\$.16-.19
Danish	\$.18-.22
Dutch	\$.18-.22
French	\$.16-.18
German	\$.16-.18
Hebrew	\$.17-.19
Italian	\$.16-.18
Japanese	\$.17-.19
Korean	\$.17-.19
Norwegian	\$.18-.22
Portuguese	\$.15-.18
Russian	\$.16-.18
Spanish	\$.11-.13
Swedish	\$.18-.22
Vietnamese	\$.16-.18

### **Translation rates include Translations, Proofing, and Editing**

- All jobs are individually priced
- Price ranges above reflects standard turnaround times.
- Expedited delivery is available and is quote separately
- Rates are subject to change based on time of scheduling and other factors, without prior notification.
- Project volume, deadlines and technical elements may affect pricing
- Rates for Formatting, DTP & Certifications are quoted separately



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## ON-SITE INTERPRETING RATES-SOUTHERN/CA

### PRIME LANGUAGES                      3 HOURS MIN.                      HOURLY RATE

American Sign Language “ASL”	\$345	\$115
Spanish	\$360	\$120
Arabic	\$435	\$145
Armenian	\$435	\$145
Cantonese	\$495	\$165
French	\$495	\$165
German	\$495	\$165
Japanese	\$540	\$180
Korean	\$450	\$150
Mandarin	\$495	\$165
Portuguese	\$465	\$155
Punjabi	\$465	\$155
Russian	\$435	\$145
Tagalog	\$495	\$165
Vietnamese	\$495	\$165

### LANGUAGES BY REGION

Most Middle Eastern	\$310	\$155
Most Asian	\$330	\$165
Most European	\$330	\$165

### SPECIALIZED LANGUAGES

Hebrew, Greek, Thai, Czech, Indonesian, Mongolian, Croatian, Serbian, Slavic, Slovenian, Burmese, African, Lao, Indian, Filipino, Afghan, Pakistani & Others	\$310- \$370	\$155- \$185
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### ADDITIONAL SERVICES

Closed Captioning “CART” 2 hour minimum	\$490	\$245
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- After 15 minutes times are billed per hour
- Travel and mileage fees may apply
- Rates are subject to change without advance notice based on availability and other factors
- Additional hours are charged after 8 hours at time & half.
- ASL assignments over 1 hour require two interpreters.
- 24-hour cancellation policy for most languages
- 48-hour Cancellation for ASL, Specialized & Other languages may vary by language and by project
- Certified interpreters available upon request.

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**VIDEO REMOTE INTERPRETING (VRI)  
PRICING SOUTHERN/CALIFORNIA**

**PRE-SCHEDULED**

<b>LANGUAGE</b>	<b>PER HOUR</b>	<b>30 MIN. INCREMENTS</b>
American Sign Language "ASL"	\$120	\$60
Spanish	\$110	\$55
Most European	\$135-\$165	\$70-\$85
Most Asian	\$135-\$165	\$70-\$85
Most Middle Eastern	\$135-\$165	\$70-\$85
Specialized	\$145-\$185	\$75-\$95
CART	\$145	N/A



- Easy to Set Up & Use
- 24-Hour Cancellation/ Pre-Scheduled
- 48-Hour Cancellation for ASL/Pre-Scheduled
- Specialized Languages-2-hour minimum
- Most Languages 1-hour minimum
- After the minimum hours, we charge by 30 minute increments.
- Rates are subject to change without prior notification

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**OVER THE PHONE RATES (OPI)**

LANGUAGE	PER MINUTE RATE
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**PRE-SCHEDULED**

Spanish	\$1.80 per minute
Tier 1 Languages	\$2.35 per minute
Tier 2 Languages	\$2.65 per minute



**Tier 1 Languages: (100+ Languages)**

Including: Arabic, Hebrew, Farsi, Turkish, Armenian, Cantonese, Mandarin, Korean, Thai, Russian, Ukrainian, Portuguese, French, German, Italian, Tagalog, Vietnamese, Hindi, Urdu, Punjabi, Dari, Kurdish, Laotian, Dutch, Swedish, Norwegian, Danish and many others.

**Tier 2 Languages: (50+ Languages)**

Including: Hmong, Khmer, Burmese, Twi, Haitian Creole, Karen, Swahili, Samoan, Napoli, Somali, Fulani, Tamil and many others.

- Easy to Set-up & Use
- No late cancellation fee for on demand interpreting
- 1 Hour minimum per call charge
- After the minimum for OPI we charge by 30-minute increments
- Rates are subject to change without prior notification.

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**TRANSCRIPTION RATES**

LANGUAGE	COST PER AUDIO MINUTE/HOUR	LANGUAGE	COST PER AUDIO MINUTE/HOUR
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(Partial List of over 150 Languages)

**ENGLISH**

	Per Min	Per Hr		Per Min	Per Hr
English <> English	\$3.50	\$177	British English <> British English	\$3.50	\$210

**AMERICAS**

	Per Min	Per Hr		Per Min	Per Hr
Spanish <> English	\$4.50	\$270	Portuguese <> English	\$7.50	\$450

**EUROPEAN**

	Per Min	Per Hr		Per Min	Per Hr
Bulgarian <> English	\$8	\$480	Hungarian <> English	\$8	\$480
Catalan <> English	\$8	\$480	Italian <> English	\$8	\$480
Dutch <> English	\$8	\$480	Polish <> English	\$8	\$480
French <> English	\$8	\$480	Romanian <> English	\$8	\$480
German <> English	\$8	\$480	Russian <> English	\$8	\$480
Greek <> English	\$8	\$480	Ukrainian <> English	\$8	\$480

**MIDDLE EASTERN**

	Per Min	Per Hr		Per Min	Per Hr
Arabic <> English	\$8	\$480	Hebrew <> English	\$12	\$720
Farsi <> English	\$8	\$480			

**ASIAN**

	Per Min	Per Hr		Per Min	Per Hr
Armenian <> English	\$8.00	\$480	Indonesian <> English	\$9.50	\$570
Khmer <> English	\$9.50	\$570	Japanese <> English	\$12.00	\$720
Cebuano <> English	\$7.50	\$450	Korean <> English	\$12.00	\$720
Chinese <> English	\$7.50	\$450	Kurdish <> English	\$9.50	\$570
Dari <> English	\$7.50	\$450	Pashto <> English	\$7.50	\$450
Hindi <> English	\$7.50	\$450	Punjabi <> English	\$7.50	\$450
Hmong <> English	\$11.50	\$690	Tagalog <> English	\$7.50	\$450
Taiwanese <> English	\$9.50	\$570	Thai <> English	\$11.50	\$660
Turkish <> English	\$8.00	\$480	Urdu <> English	\$7.50	\$450
Vietnamese <> English	\$9.50	\$570			

**EXPEDITED DELIVERY AVAILABLE**

- All jobs are individually priced
- Cost & turnaround time is determined by quality of audio, number of speakers, density of audio, time coding and audio format
- Rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language & specific requirements
- Expedited rates will apply



Dear Teresa,

04/23/2024

Thank you for the opportunity to work with Oxnard School District on your interpreting and translation assignments. Please find our quote below for your review and our information attached for your perusal. Kindly confirm receipt of our quote, it would be most appreciated.

For over three decades, American Language Services (AML-Global) has provided interpretation, transcription, and translation services in over 200 languages (including ASL & CART services). AML-Global is one of the largest language service providers in the United States. For Interpreting, we utilize our state-of-the-art proprietary database with one of the largest number of local, prescreened, qualified and credentialed interpreters in the U.S. For Translation, we have earned an excellent reputation by delivering cost-effective, timely and great quality work with fast turnaround times. We are also 9001 & 13485 ISO certified, which is a testament to our uncompromising processes.

Company Name:	Oxnard School District
Type of Project:	Interpreting and Translating
Date of Project:	08/01/2024 - 07/31/2025
Time(s):	TBD
Location:	TBD
Language(s):	TBD
Cost per Hour, per Interpreter:	See Rate Sheet Interpreting

**Guidelines**

AML-Global will confirm the interpretation assignment with the client. AML-Global reserves the most qualified and experienced interpreters for each job. In order to ensure a successful event AML-Global will be requesting specific background information about the presentations and detailed information and terminology specific to your client and/or their industry. Failure to provide this information on a timely basis or at all may severely hamper the interpreter’s ability to do their job effectively. AML-Global will not be responsible for subpar performance due to lack of information preceding the event.

**Terms**

Client agrees to pay AML-Global net: 30 days from the completion of the assignment.

The quote does not include labor charges that may be required due to unforeseen circumstances including acts of nature, after the contract is executed. AML-Global is not responsible for

cancellations or postponements due to acts of nature that are beyond our control. If an event is cancelled or postponed due to an act of nature, the client will be responsible for the full fees on the approved quote. Interpreters and technicians are offered locally based on availability at the time of scheduling. We strongly recommend that you finalize the booking in the recommended time of 60-90 days prior to event, to the extent that it is possible, and avoid travel, hotel, and other expenses which are the responsibility of the contracting party.

AML-Global may cancel a contract if payment is not made per our stated agreement. A project management fee may apply for changes in the scope of the project and additional services requested over and above the actual event. The fee will be charged at \$150 per hour.

Cancellation by the client of a duly executed contract must be in writing and when received is subject to cancellation fees based on the following schedule: 30 calendar days prior to the event - 10% cancellation fee, 29 -15 days calendar days prior to the event - 20% cancellation fee and 14 - 3 calendar days prior to the event - 40% cancellation fee, less than 3 calendar days full fee.

Based on the interpreter's location, there may be additional charges for travel, mileage, accommodations, food, transportation and interpreting. Scheduling in less than the recommended time frame for your event may affect pricing. If legal proceedings are required to recover amounts due from Client to AML-Global under this contract, AML-Global shall be entitled to recover from the Client all costs of collection, including attorney's fees.

**Translation:**

Company Name:	Oxnard School District
Project:	TBD
Languages:	TBD
Estimated Word Count:	TBD
Price/Word:	See rate chart
<u>Formatting/DTP:</u> Estimated at hours at \$75 per hour.	

**Translation:**

Optional Certification

If you need the document certified, an additional \$50.00 per certification will be charged. In order not to delay processing, the client must provide the document title, on a timely basis. AML-Global will create a title if we are not given one in a timely manner. AML-Global certification process is as follows: AML-Global certifies in a one-page affidavit that the completed translation is a true and accurate representation of the original document. We affirm that we have retained a professional translator. We then notarize the affidavit on one separate page and mail the client the original copy. If you would like to see an example of what we use, please request one and we will be happy to send it to you.

We utilize National Association Notary forms to notarize the affidavit, which constitutes the official "Certification". AML-Global cannot guarantee that these forms will be acceptable to the institution they are being sent to and we are not responsible for the decisions of the receiving party. The forms we use are industry standard and are generally acceptable. Before starting the assignment, and depending on the language combination, an ATA Certified, Judicial Council or other State Certified linguist may be requested, to translate and/or to certify the translations. If this is requested and/or we are required to change our standard certification and/or translation process, we are happy to do so, but please note this may affect

the total cost of the project. If this is requested after the start of the project, this will affect the total cost of the project.

Translation Process

As an ISO 9001 and 13485 Certified company we adhere to comprehensive and well-established processes to achieve the highest quality translations. Our translation process centers on a 360-degree feedback mechanism. It starts with our experienced teams of native speaking linguists and project managers who translate and edit text. The text is translated, reviewed by an external editor and reviewed again by our multilingual project managers. Adjustments are made accordingly throughout the process to ensure the final product is a consistent and precisely accurate localized document. To augment our quality system, we have the most up to date document technology available and all documents are treated with the highest degree of confidentiality and security within our entire system. Our detailed processes have proven to be highly effective over a long period of time.

Deliverables

To achieve the highest quality of translation, AML-Global requests that each client provide us with a preferential glossary of terms (if one exists). This will ensure that preferential word usage is properly followed.

There are many options for delivery to complete a project (Word, PDF, Excel, rolling basis, with bates numbers, etc.). In the outset of the project, you will decide what methods you will require. AML-Global will need all instructions and all files, including source files at the inception of the project. If all files are not received on a timely basis or any changes occur afterwards, this may lead to adjustments in delivery schedules as well as additional fees being charged.

Post Delivery & Editing

Please note the client has a right within 14 business days to ask AML-Global to review any potential adjustments to the translation project that may be needed and to determine if they are preferential in nature. If they are preferential in nature and the client has not provided a glossary of terms for the words and phrases in question, AML-Global has the right to charge for these post edits at the hourly fee of \$75.00/hour with a 1-hour minimum. After 14 days, AML-Global has the right to charge for any changes.

If the project involves desktop publishing (DTP), editing, or formatting, and editing needs to be made post final delivery, this will result in additional costs at the same hourly rates quoted at the start of the project. Please note that the turnaround times quoted do not include time for client review, preferential changes and post editing. Proofing of final documents in which the client has provided DTP services will be billed at \$75 per hour.

Agreed and Accepted

AML Gobal: *Jay Herzog\_Sr* Account Executive

Date\_04/23/2024\_\_\_\_\_

Oxnard School District \_\_\_\_\_

Date\_\_\_\_\_



## AMERICAN LANGUAGE SERVICES EDUCATIONAL CLIENTS (PARTIAL LIST)

ABC Unified School District  
Acton School District Office  
Alhambra Unified School District  
Anaheim City School District  
Antelope School District  
Arizona State University  
Azusa Unified School District  
Baldwin Park Unified School District  
Bassett Unified School District  
Bellflower Unified School District  
Beverly Hills Unified School District  
Bonita Unified School District  
Carlsbad Unified School District  
Castaic Union School District  
Centinella Valley Union School District  
Charter Oak Unified School District  
Claremont Unified School District  
Compton Unified School District  
Conejo Valley Unified School District  
Corinne A. Seeds University Elementary  
School  
Corona Norco Unified School District  
Covina Valley Unified School District  
Crescenta Valley Water District  
Culver City Unified School District  
DeVry University  
Duarte Unified School District  
East Whittier City School District  
Eastside Union District  
El Rancho Unified School District  
El Segundo Unified School District  
Fairbanks North Star Borough School  
District  
Federal Wage and Labor Law Institute  
Franklin Elementary School  
Garvey School District  
Glendale Unified School District  
Glendora Unified School District  
Gorman School District  
Hacienda La Puente Unified School District  
Hampton University  
Harvey Mudd College  
Hawthorne School district  
Hermosa Beach City School District  
Hughes Elizabeth Lakes School District  
Inglewood Unified School District  
Keppel School District  
La Canada Unified School System  
Lancaster School District  
Las Virgenes School District  
LAUSD (Los Angeles) Community Outreach  
LAUSD District 8, A, B, C, D, E, F, G, H, I, J  
LAUSD Translation Unit  
Lawndale School District  
Learn.com  
Lennox School District  
Little Lake City School District  
Long Beach City College CITD-CMTAC  
Long Beach City College CITD-CMTAC  
Long Beach Unified School District  
Los Angeles County Office of Education  
Los Nietos School District  
Lynwood Unified School District  
Marquez Charter School  
MIND Institute  
Monrovia Unified School District  
Montebello Unified School District  
Newhall School District





## AMERICAN LANGUAGE SERVICES BUSINESS CLIENTS (PARTIAL LIST)

Orange County Department of Education  
Oxnard School District  
Palmdale School District  
Palos Verdes Peninsula  
Paramount Unified School District  
Pasadena Unified School District  
Placer County Office of Education  
Pomona Unified School District  
Redondo Beach Unified School District  
Rio School District  
Riverside Unified School District  
Rosemead School District  
Rowland Unified School District  
San Bernardino County Schools  
San Diego School District  
San Francisco Unified School District  
San Gabriel Unified School District  
San Marino Unified School District  
Santa Monica – Malibu School District  
Saugus School District  
SELP Casa Pacifica  
SELPA Antelope Valley  
SELPA Corona-Norco USD  
SELPA Downey-Montebello  
SELPA East San Gabriel Valley (Arcadia)  
SELPA East San Gabriel Valley (Covina)  
SELPA East Valley Consortium  
SELPA Foothill (Glendale)  
SELPA Long Beach  
SELPA Los Angeles USD  
SELPA Norwalk – La Mirada  
SELPA Pasadena  
SELPA Santa Clarita  
SELPA Southwest Service Area (Lawndale)  
SELPA Tri-Cities (Beverly Hills)  
SELPA Ventura County  
SELPA Whittier Area CO-OP  
Simi Valley Unified School District  
South Pasadena Unified School District  
South Whittier School District  
Southern CA School of Interpreting  
Stanford University  
Sulphur Springs School District  
Temple City Unified School District  
Torrance Unified School District  
UCEA  
UCLA Law School  
UCLA Molecular Pharmacology Department  
University of Southern California  
Walnut Valley Unified School District  
West Covina Unified School District  
Western Psychological Services  
Westside School District  
Whittier City School District  
Whittier Union High School District  
William S. Hart Union School District  
Wilson School District  
Wiseburn School District

**World Headquarters:**

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: [translation@alsglobal.net](mailto:translation@alsglobal.net)

[www.alsglobal.net](http://www.alsglobal.net)

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Approval of Agreement #24-32 – Acceleration Behavioral Therapies (DeGenna/Jefferson)**

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Acceleration Behavioral Therapies will provide consultant services to the Special Education Department during the 2024-2025 school year. Services to include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$500,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #24-32 with Acceleration Behavioral Therapies.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-32, Acceleration Behavioral Therapies \(4 Pages\)](#)  
[Rate Sheet \(1 Page\)](#)



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



**Acceleration Behavioral Therapies**

Phone: (818) 356-8106

Fax: (818) 356-8113

[Info@AccelerationBT.com](mailto:Info@AccelerationBT.com)

16501 Ventura Blvd., Ste. 400, Encino, CA 91436

**California Department of Education / SELPA / School District Chargemaster**

<b>School Related Service</b>	<b>Description of ABT staff qualification</b>	<b>Rate (per hour)</b>
BII (Behavior Intervention Implementation)	Are under the supervision of personnel qualified under subdivision (a); and (B) possess a high school diploma or its equivalent; and (C) receive the specific level of supervision required in the pupil's IEP. (see: 5 CCR 3051.23)	\$60.00
BID (Behavior Intervention Development)	master's degree issued by a regionally accredited post-secondary institution in education, psychology, counseling, behavior analysis, behavior science, human development, social work, rehabilitation, or in a related field. (see: 5 CCR 3051.23)	\$85.00

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-33 – Taj Dashaun (Fox/Shea)**

---

Taj Dashaun (Thrive After Sports) will visit schools in the Oxnard School District After School and Expanded Learning Opportunity Program. The goal is to inspire students through the Olympians' stories of perseverance, determination, goal setting, and an elite mindset.

Term of Agreement: July 8, 2024 through July 26, 2024

#### **FISCAL IMPACT:**

\$200,000.00 – Expanded Learning Opportunities 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 #24-33 with Taj Dashaun.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-33, Taj Dashaun \(4 Pages\)](#)  
[Proposal \(1 page\)](#)





Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## PROPOSAL FOR:

Oxnard School District  
1051 S. A Street  
Oxnard, CA 93030

Thrive After Sports is excited to present a unique and impactful school programming project, "Olympians Inspire," aimed at connecting current and former Olympians with K-8 students. This 3-week initiative, will visit school sites during the summer program in the Oxnard School District. The goal is to inspire these students through the Olympians' stories of perseverance, determination, goal-setting, and an elite mindset.

### Objectives

**Inspiration and Motivation:** Allow students to interact with Olympians, learning firsthand about how perseverance leads to success in sports and life.

**Community Engagement:** Foster a sense of community with students to show the importance of determination and hard work.

**Educational Impact:** Encouraging goal-setting, resilience, and the importance of a healthy lifestyle and responsibly representing oneself.

**Fun and Play:** Enhance the experience by incorporating interactive games with younger students, promoting physical activity and enjoyment.

### Budget

Total is not to exceed \$200,000.

### Summer 2024 Program Details

#### July 8-26

- **Olympian Presentations:** Each Olympian will share their personal journey, emphasizing key values and lessons.
- **Interactive Sessions:** Q&A sessions, group activities, and small-group discussions to facilitate direct interaction.
- **Community Building:** Engage with students, teachers, and the school community to create a positive and supportive environment.
- **Games with Kids:** Olympians will actively participate in playing games with students, fostering a sense of joy and camaraderie.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-34 – The Stepping Stones Group, LLC (Fox/Shea)**

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The Stepping Stones Group, LLC will provide supplemental staffing to the Expanded Learning Opportunity Program on an “as needed” basis during the summer programs and the 2024-2025 school year.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$1,140,000.00 – Expanded Learning Opportunities Program Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-34 with The Stepping Stones Group, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-34, The Stepping Stones Group LLC \(15 Pages\)](#)  
[Proposal \(3 pages\)](#)



# 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,	\$ 1,000,000.00	\$ 2,000,000.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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



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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

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

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

**PAYMENT SCHEDULE:**

Invoices to be submitted monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org), [gshea@oxnardsd.org](mailto:gshea@oxnardsd.org), and [jorejel@oxnardsd.org](mailto:jorejel@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: \_\_\_\_\_

## **Program Description Overview**

**STAR of CA** provides a range of behavioral and support services to students with developmental and/or social-emotional disorders, in addition to their families. Students with a variety of barriers to accessing their education can participate in our school-based services, including those students may have or be at risk for an autism spectrum, mood/anxiety, and or behavior disorders that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE).

Services provided include:

- (1) Behavior intervention development and modification (BID)
- (2) Behavior Intervention Implementation of Behavior Modification Plans (BII)
- (3) General Student Paraprofessional Support (GSS)

## **ERA Ed. Description of Services & Fee Schedule**

### **Behavioral Services**

**Direct Instruction (BII)** – STAR of CA provides highly trained behavior technicians who deliver one-on-one direct instruction using Applied Behavior Analytic interventions for students as part of their IEP in order to resolve challenging behaviors, teach replacement behaviors and develop academic readiness and social skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support the implementation of the student’s IEP.

**Supervision (BID)** – This service includes a range of supervisory activities designed to support the implementation of the student’s behavioral program as specified in their IEP. As part of the supervision model, each STAR of CA behavior technician is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the student’s school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the behavior technician, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each STAR of CA behavior technician. Supervision also includes activities such as reviewing behavioral data and making necessary program changes (e.g., revising data collection systems, adapt teaching strategies), meeting with



the behavior technician to discuss student progress, writing progress reports, and participating in monthly team meetings and IEPs.

**General Student Paraprofessional Support (GSPS)** – STAR of CA provides paraprofessional support for students in order to resolve challenging behaviors, increase engagement, and enhance social skills. General student paraprofessional support can be delivered in individual and group settings.

### RATE TABLE

SERVICE	SrvCode	Rate	Per
Supervision	BID	\$120.15	/hr
Direct Instruction	BII	\$61.90	/hr
General Student Paraprofessional Support	GSPS	\$60.00	/hr

### STAFFING & FINANCIAL TERMS

#### Summer Program:

- Program Dates: ~~XXX—XXX~~ July 1, 2024 – July 30, 2024
  - 30-day program
  - Daily 8:30AM – 5:30PM
- Five (5) Direct Instruction Paraprofessionals
- Five (5) General Student Support Paraprofessionals
- Two (2) hours per week of Supervision per Paraprofessional – scheduled as appropriate.
- Total program cost not to exceed: \$115,000 for four weeks.

#### School Year Afterschool Program:

- Program Dates: Academic year 2024-2025
  - 180 school days
  - 4 hours per day on typical days
  - 6 hours per day on early release days
- Five (5) Direct Instruction Paraprofessionals
- Five (5) General student Support Paraprofessionals
- Two (2) hours per week of Supervision per Paraprofessional – scheduled as appropriate.
- Total program cost not to exceed: \$1,025,000 for the academic year.





## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-37 – Think Together (Fox/Thomas)**

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Think Together will provide equity based systemic changes for Fremont Academy in order to support positive student outcomes. 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.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$173,250.00 – Title I - \$12,996.00 / CSI (ESSA School Improvement) - \$160,254.00

#### **RECOMMENDATION:**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-37 with Think Together.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-37, Think Together \(15 Pages\)](#)  
[Proposal \(7 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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 [emurillodejeronimo@oxnardsd.org](mailto:emurillodejeronimo@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 - FREMONT MS  
2024-2025**

**PARTNERSHIP PLAN #025-114**

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

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

Date: May 7, 2024

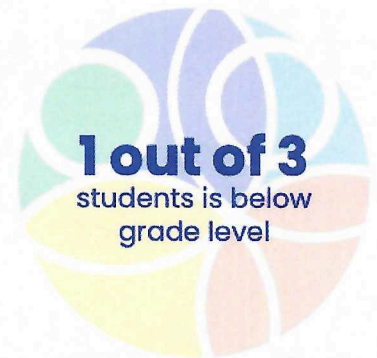
Every child deserves a premium education  
that only some currently receive.

-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 2024-25 school year.



### PROPOSED SCOPE OF WORK

From July 2024 through June 2025, Orenda will provide the following services to Fremont Middle School:

- 1. Admin Site Coaching** – Orenda facilitators will provide 5 sessions of Admin Site Coaching. These sessions will provide site admin teams with an opportunity to design and develop an instructional support system that responds to the needs of their ELA/math teams in the implementation of Curriculum Alignment.

Participants	Session #
Site Admin	5

- 2. Data Reflection Sessions** – Orenda will co-facilitate 20 sessions with site leaders and grade-level teams to examine evidence of student learning using grade-level achievement data and identifying strengths, areas in need of support, and creating a plan of action in response to the data.

Participants	Session #
District/Site Admin & Teachers	20

- 3. Meta-Reflection Sessions** – Orenda facilitators will lead 5 sessions focused on analyzing and responding to On Track monitoring cycles. Sessions will focus on reviewing school-level achievement data and identifying strengths, areas in need of support, and creating a plan of action in response to the data.

Participants	Session #
Site Admin	5

- 4. Guidance Alignment Sessions** – Orenda will facilitate 8 sessions, to reflect on on-track metrics for college and career readiness including: attendance, conduct, grades, common assessments results, course placements, and social emotional support.

Participants	Session #
District/Site Admin & Counselors	8





- 5. Professional Learning** – Orenda facilitators will provide 25 professional learning sessions to support the implementation of Curriculum Alignment with ELA and math teams.
- 20 sessions – secondary teachers
  - 5 sessions – instructional assistants

Participants	Session #
District/Site Admin, Teachers, IA's	25

Orenda will work with district leadership to determine whether the delivery of services will be virtual or on-site. Each session ranges from 90 minutes to 3 hours, depending on the context of the work.

### OVERVIEW OF SERVICES

SERVICE	TEACHERS	COUNSELORS	SITE ADMIN	DISTRICT ADMIN
1. Admin Site Coaching <b>5 Sessions</b>			X	
2. Data Reflection Sessions <b>20 Sessions</b>	X		X	X
3. Meta Reflection Sessions <b>5 Sessions</b>			X	
4. Guidance Alignment Sessions <b>8 Sessions</b>		X	X	X
5. Professional Learning <b>25 sessions</b>	X		X	X



### PROFESSIONAL FEES

Secondary School Site Services	# Of Sessions	Total Fee for Services
1. Admin Site Coaching	5	\$11,250
2. Data Reflection Sessions	20	\$45,000
3. Meta-Reflections	5	\$11,250
4. Guidance Alignment Sessions	8	\$27,000
5. Professional Learning	25	\$78,750
<b>Total Fees for District Services/Group Sessions</b>		<b>\$173,250</b>

### TERMS OF PAYMENT

Total fees for this scope of work are **\$173,250**. Orenda/Think Together will invoice Oxnard SD in four installments (equal to \$43,312.50) in August 2024, November 2024, February 2025, and May 2025. 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 2024-2025 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:	May 7, 2024
Signature:	

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-38 – Think Together (Fox/Thomas)**

---

Think Together will provide equity-based systemic changes for Chavez, Elm and McKinna schools in order to support positive student outcomes.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$299,250.00 – Title I Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-38 with Think Together.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-38, Think Together \(15 Pages\)](#)  
[Proposal \(10 Pages\)](#)





# 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 [emurillodejeronimo@oxnardsd.org](mailto:emurillodejeronimo@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  
2024-2025**

**PARTNERSHIP PLAN #025-103**

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

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

Date: May 8, 2024

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

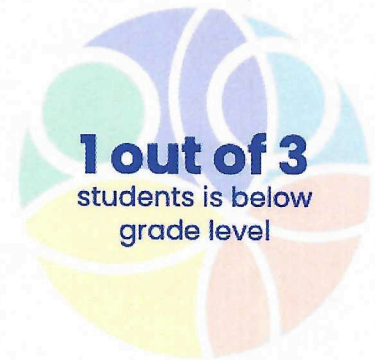
-Dr. Robin Avelar La Salle





### **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**

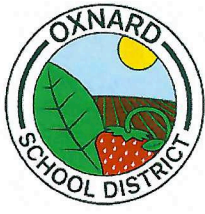
The root cause of the achievement gap is the disparity in academic performance between different student populations. It is not simply that the same groups of students happen to perform better or worse every year. When we peel back the layers of the systems and practices of districts and schools, we 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 2024-25 school year.





**PROPOSED SCOPE OF WORK**

From July 2024 through June 2025, Orenda will provide the following services to Cesar Chavez, McKinna and Elm St. Elementary:

- 1. **Keynote With Dr. Robin Avelar La Salle** – At the request of district leadership, Dr. Robin Avelar La Salle will provide a keynote session for the full district on the morning of August 13, 2024. Topics for the district keynote will be planned and coordinated with the district leadership team prior to this event.
- 2. **Administrator Power Clinics** – Two Orenda Achievement Specialists will conduct Admin Power Clinics, bringing together OSD district and school site administrators for a leadership series consisting of 8 sessions. The sessions will be focused on instructional leadership topics to support the implementation of curriculum alignment, nested data systems, and frontload next steps in the phases of the work.

Participants	Session #
District & Site Admin	8

- 3. **Equity Leadership Column Fall**– In October 17-19 2024, Dr. Robin Avelar La Salle and the Orenda team will provide a 2-day Institute geared for Superintendents and 5 core district team members to engage in 4 sessions of professional learning centered around the phases of the Student Acceleration Formula. Meet with the Orenda network of Superintendents, Executive Cabinet members, and other key district staff that are leading the efforts in accelerating student achievement. These sessions will provide participants with the latest research around systemic barriers and give each district team with time to reflect on implementation, share successes and best practices, and craft a personalized plan for next steps in their acceleration process. Lodging, meals, and supplies are included in the cost of the institute. Transportation and travel will be at the individual district expense.

Participants	Session #
Superintendent, District/Site Admin	4



- 4. Admin Technical Assistance** - Orenda facilitators will lead up to 10 sessions throughout the year to conduct regular check-ins with site and District leaders, to support any unanticipated needs that may require additional time.

Participants	Session #
District/Site Admin	NTE 10

- 5. Assessment Support** – Orenda facilitators will consult for up to 10 sessions to support the development of grade-level/subject-specific common assessments to monitor student progress. Session content may include training of staff, auditing draft assessments, supporting assessment creation, or any other needed support determined by the site or district team.

Participants	Session #
District/Site Admin	NTE 10

- 6. Leadership Column Spring Ramp-Up** – In February 2025, Dr. Robin Avelar La Salle and the Orenda team will provide a 2-day Institute geared for Superintendents and 5 core district team members to engage in 4 sessions of professional learning centered around the phases of the Student Acceleration Formula. The ramp-up will include a mid-year evaluation of project implementation, a forum for identifying key success and areas of growth, and an opportunity to strategize and plan for the 2024-25 school year. Lodging, meals, and supplies are included in the cost of the institute. Transportation and travel will be at the individual district expense.

Participants	Session #
Superintendent, District/Site Admin	4

- 7. Admin Site Coaching** – Orenda facilitators will provide 15 sessions (5 per school). These sessions will provide site Admin teams with an opportunity to design and develop an instructional support system that responds to the needs of their ELA/math teams and the implementation of Curriculum Alignment.





Participants	Session #
Site Admin	15

- 8. Professional Learning** – Orenda facilitators will provide 50 professional learning sessions to support the implementation of Curriculum Alignment with ELA (K-8) and math (6-8) teams.

Participants	Session #
District/Site Admin & Teachers	50

Orenda will work with district leadership to determine whether the delivery of services will be virtual or on-site. Each session ranges from 90 minutes to 3 hours, depending on the context of the work.



## OVERVIEW OF SERVICES

SERVICE	TEACHERS	COUNSELORS	SITE ADMIN	DISTRICT ADMIN
1. Keynote with Dr. Robin Avelar La Salle	X	X	X	X
2. Admin Power Clinics <b>8 Sessions</b>			X	X
3. Leadership Column - Fall <b>4 Sessions</b>			Optional	X
4. Admin Technical Assistance <b>NTE 10 Sessions</b>	Optional	Optional	Optional	X
5. Assessment Support <b>NTE 10 Sessions</b>	Optional		X	X
6. Leadership Column - Spring <b>4 Sessions</b>			Optional	X
7. Admin Site Coaching <b>15 Sessions</b>			X	
8. Professional Learning <b>50 sessions</b>	X		X	X







### PROFESSIONAL FEES

District Services/Group Sessions	# Of Sessions	Total Fee for Services
1. Keynote Kick-Off	1	\$6,000
2. Admin Power Clinics	8	\$27,000
3. Equity Leadership Column Fall	4	\$15,000
4. *Admin Technical Assistance	NTE 10	\$11,250
5. *Assessment Support	NTE 10	\$22,500
6. Leadership Column Spring Ramp-Up	4	\$15,000
<b>Total Fees for District Services/Group Sessions</b>		<b>\$96,750</b>

**\* Admin Technical Assistance and Assessment Support will only be billed for services rendered. Any unused sessions will be deducted from the final invoice in May of 2025.**

School Site Services	# Of Sessions	Cost per School (3)	Total Fee for Services
7. Admin Site Coaching	15	\$11,250	\$33,750
8. Professional Learning	50	\$56,250	\$168,750
<b>Total Fees for District Services/Group Sessions</b>			<b>\$202,500</b>

### TERMS OF PAYMENT

Total fees for this scope of work are **\$299,250**. Orenda/Think Together will invoice Oxnard SD in four installments (equal to \$74,812.50) in August 2024, November 2024, February 2025, and May 2025. The invoicing schedule is intended to facilitate the processing of payments and might not exactly correspond to the timing of services rendered. Any unused sessions for Admin Technical Assistance and Assessment Support will be deducted from the final invoice in May of 2025.

### 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.

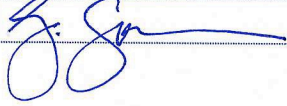
**In a joint effort to provide services that are timely, responsive to site need and in keeping with the overall goals of the project**, the following outlines processes, and protocols for the 2024-2025 school year:

- 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. **8**





Oxnard SD	Orenda Education
By:	Genny Sosa, Vice President
Date:	May 8, 2024
Signature:	



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-39 – R.M. Pyles Boys Camp (Fox/Nocero)**

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R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens.

Term of Agreement: August 24, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-39 with R.M. Pyles Boys Camp.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-39, R.M. Pyles Boys Camp \(15 Pages\)](#)  
[Proposal \(1 Page\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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:**

N/A

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



## R. M. Pyles Boys Camp Scope of Work

### School Year 2024-2025 Scope of Work

1. Description of services:  
*Provide a leadership and development program to selected economically disadvantaged boys aged 12-14 years old. The purpose being to instill new positive attitudes and behaviors as well as teach alternatives to you that are at a tremendous disadvantage in today's world due to circumstances beyond their control. We will provide opportunity for a summer camp experience to possibly include activities like archery, horseback riding, hiking, camping, crafts, nature, challenge ropes course and fitness. Additionally opportunities for year-round mentorship and activities are also provided to youth who continue to engage with the program.*
2. Service term: August 24, 2024 thru June 30, 2025
3. For rates please write: **No cost to district**
4. Business address: 27211 Henry Mayo Dr, Valencia Ca 91355
5. Contact Name: Brandie "Peaches" McAdams
6. Contact Info (Tel., Fax, email) 661-294-1394 ext 2 or 661-877-9261  
[Brandie@pylescamp.com](mailto:Brandie@pylescamp.com)

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement#24-40 – Forever Found (Fox/Nocero)**

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Forever Found will provide trained facilitators to work in conjunction with school administrators, counselors, and outreach specialists. Their purpose is to conduct staff training on the subject of human trafficking prevention and restoration curriculum and to meet with students who can benefit from their services.

Term of Agreement: July 1, 2024 through June 30, 2027

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement#24-40 with Forever Found.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-40, Forever Found \(15 Pages\)](#)  
[Proposal \(2 pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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:**

Please send invoices to [jnocero@oxnardsd.org](mailto:jnocero@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: \_\_\_\_\_, 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: \_\_\_\_\_

# FOREVER FOUND

*Prevent | Rescue | Restore*

## MEMORANDUM of UNDERSTANDING Oxnard School District and Forever Found 2024

This Memorandum of Understanding (MOU) was created in April of 2024 and is entered into, by and between Oxnard School District (henceforth “OSD”) and Forever Found.

### PURPOSE

The purpose of this MOU is to establish and maintain a provision of service relationship between the two partnering agencies. Forever Found agrees to provide trained facilitators to work in conjunction with school assistant principals, counselors, and outreach specialists for the purpose of conducting staff training on the subject of Human Trafficking, prevention and restoration curriculum, and to meet with students who have been confirmed CSEC or display behavior that leads OSD to deem the student as being highly vulnerable.

### LOCATION

Classes and intervention sessions for youth will be conducted at designated schools only and are based on the need and identification of students who require services. Staff training locations will be left to the discretion of OSD and may be facilitated on or off of school site.

### TERM

The term of this MOU begins on July 1, 2024, and will be in effect until June 30<sup>th</sup>, 2027.

### COMPENSATION

Forever Found will not charge OSD for the services provided.

### DESCRIPTION of SERVICES

- A. Oxnard School District agrees to the following:
  - 1. Provide space at each school or district location in order to accommodate the Forever Found facilitators.
  - 2. Refer students to Forever Found by filling out the referral form using the referral link found at [www.foreverfound.org](http://www.foreverfound.org) when it is suspected that student may be experiencing exploitation, have a history of exploitation, or are at high risk of exploitation.
  - 3. When appropriate, assist Forever Found with obtaining a signed *Minor Release Form* from legal guardian, for the student’s continued receipt of services from Forever Found.
  
- B. Forever Found agrees to the following:
  - 1. Provide trained facilitators for support and intervention, at all agreed upon school sites to meet with students deemed highly vulnerable to or confirmed as being CSEC.
  - 2. Meet with Students during open school campus hours at the agreed upon site and during the agreed upon timeframe as approved by both the approved OSD staff member and Forever Found.
  - 3. Follow OSD HIPPA procedures concerning client confidentiality.
  - 4. Provide representation at meetings held by OSD to review youth progress when possible and beneficial.

# FOREVER FOUND

*Prevent | Rescue | Restore*

5. Will ensure that all facilitators sent to school sites have proper clearance to work with youth.

## **TERMINATION**

Either party may terminate this MOU without cause upon thirty (30) days written notice.

## **AUTHORIZED APPROVAL**

We, the undersigned, as authorized representatives of Oxnard School District and Forever Found do hereby approve this document.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-41, County of Ventura (Fox/Nocero)**

---

The County of Ventura, through its Public Health Department, will provide representations at meetings convened by the Oxnard School District (OSD) to review program, will conduct teen pregnancy prevention workshops at identified sites throughout OSD, will provide nursing consultation to OSD staff and collaborative partners, and will facilitate and advocate for the delivery of appropriate services to meet the health needs of the client for the 2024-2025 school year.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-41 with the County of Ventura.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-41 , VCPH - Nursing Teen Project \(4 Pages\)](#)  
[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

*Protecting Health - Promoting Wellness*Robert Levin, MD  
Health Officer/Medical Director

May 2, 2024

Liza Franz  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

Dear Ms. Franz:

RE: Collaborative Proposal with the Oxnard School District (OSD) for the Public Health Nursing Teen Project for 2024-2025 school year.

Ventura County Public Health (VCPH) would like to provide teenage health education services either in person or through virtual platforms, as VCPH staffing and program resources permit. The purpose of this letter is to propose a collaborative working relationship between VCPH and Oxnard School District (OSD) to ensure inter-agency services to students and family at various elementary schools within the district. The services outlined below would be provided at no charge to either party.

If agreed, the VCPH Nursing Teen Project will be responsible for the following:

- Provide representations at meetings convened by the Oxnard School District to review the program.
- Conduct sexual health communication and teen pregnancy prevention workshops at identified sites throughout the Oxnard School District.
- Provide nursing consultation to Oxnard School District staff and collaborative partners.
- Provide education and anticipatory guidance to clients and families about the causes, prevention and remediation of health issues as related to healthy development.
- Facilitate and advocate for the delivery of appropriate services to meet the health needs of the client.
- Provide quality assurance activities.
- Ensure that VCPH licensed employees have completed requirements to maintain license and have received adequate training in the services being provided.
- Communicate with administration or designee at school sites regarding families referred to any of the programs.
- Inform appropriate school district staff on changes in schedule or status of virtual or on schools' sites classes.
- Work with school district staff as needed.
- Hold Oxnard School District harmless from any liability for its activities in connection with this collaboration. In addition, VCPH will maintain insurance coverage of a type and in amounts that are acceptable to the Oxnard School District.
- Provide documentation of liability insurance in which the County of Ventura maintains a self-insured retention (SIR) with the Ventura County Schools Self-Funding Authority.

This SIR is good for all county business on school property, including the Oxnard School District.

- Agree to follow guidelines and HIPPA compliance.

If agreed, Oxnard School District will be responsible for the following:

- Serve as lead Administrative Agent of all schools.
- Provide space to accommodate VCPH staff as they meet with families at school sites.
- Provide family referrals to VCPH as appropriate.
- Outreach Specialists or designated staff will provide information about VCPH and offered programs to families as appropriate.
- Distribute flyers in targeted sites. Flyers shall be supplied by VCPH.
- Distribute documents to families in support of virtual workshops.

If you have any questions regarding this proposal, please contact Veronica Martinez at (805) 981-5380.

Sincerely,



Veronica Martinez, MSN, RN, PHN  
Program Manager

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-44 – The Coalition for Family Harmony (Fox/Nocero)**

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The Coalition for Family Harmony offers a multitude of services that Counselors and Outreach Specialists may refer families to such as: counseling, parenting programs, legal services, crisis response and intervention, and emergency shelter and LGBTQ+ counseling. If students within the group are identified as needing additional services, they and their families may be referred to some of the other services available through the coalition.

Term of Agreement: August 24, 2024 – June 30, 2025

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-44 with The Coalition for Family Harmony.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-44, The Coalition for Family Harmony \(4 Pages\)](#)  
[Scope of Work \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

W-9 received N/A

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



**Coalition for Family Harmony  
and  
Oxnard School District**

This Memorandum of Understanding (MOU) is entered into by and between Coalition for Family Harmony and the Oxnard School District.

**PURPOSE:** The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. The Coalition will provide outreach, education and counseling to students, staff, faculty, and parents on topics relating to violence prevention.

The Coalition also offers a multitude of services that counselors and outreach specialists may refer families to as they are identified, such as: counseling, parenting programs, legal services, crisis response and intervention, and emergency shelter and LGBTQ+ Counseling. If students within the group are identified as needing additional services, they and their families could be referred to some of the other services available through the coalition.

**TERM:** The term of this MOU shall commence August 24, 2024 – June 30, 2025

**COMPENSATION:** The Oxnard School District will not be charged for the outreach, education and counseling services on campus.

**DESCRIPTION OF SERVICES:**

**A. Oxnard School District agrees to the following:**

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Coalition staff member assigned to each school for Crisis Counseling as needed.
2. Refer students through teacher referrals, SST, and CST referrals based on the needs of the student.
3. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
4. Utilize Oxnard School District-approved parent permission slips for participation prior to students being served.

**B. Coalition for Family Harmony agrees to the following:**

1. Provide trained facilitators at all agreed sites.
2. Work within the time frame appropriate for the school and agreed upon with the site assistant principals, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to facilitators.

5. Utilize Pre and Post surveys with students attending groups and share the data with the Site Administrator, Outreach Specialists and School Counselors.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. The Coalition will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".

**TERMINATION:** Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

**THE COALITION FOR FAMILY HARMONY:**



\_\_\_\_\_  
Signature

Caroline Prijatel-Sutton, Executive Director

\_\_\_\_\_  
Typed Name/Title

5/6/2024

\_\_\_\_\_  
Date

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-45 – Marisa Miller (Fox/Shea)**

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Marisa Miller is providing a Literacy Curriculum Program for all 20 schools in the Oxnard School District After School and Expanded Learning Opportunity Program. The curriculum is student focused and includes fun hands-on learning using reading experiences with writing, listening, and speaking opportunities. The agreement includes professional development, coaching services, and support with program implementation for staff.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$62,940.00 – Expanded Learning Opportunities 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 #24-45 with Marisa Miller.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-45, Marisa Miller \(4 Pages\)](#)  
[Proposal \(3 {Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

W-9 received

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

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

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

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

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

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

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

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
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  - 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;
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**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.

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**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.

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**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.

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Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
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- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Proposal between Oxnard School District and Marisa Miller for Professional Development and Consulting Services**

**Length of MOU: July 1, 2024 - June 30, 2025**

**Curriculum Consultant- Literacy/ Student Engagement/ Coaching**

**Contracted Services for School Year 2024-2025: \$62,940**

**Overview:** Marisa Miller will develop, write, and support implementation of a 2-3x a week Literary program for Oxnard Scholars for SY2024-2025 with three rounds of 4x a week, Marisa Miller will contract as Literary Curriculum Consultant.

Curriculum will be student focused, CCSS aligned, guided by student data and interests, support ELL learning, be culturally supportive and expand students' experiences of the larger world, utilize best teaching practices, stay within a given materials budget, and include fun hands-on learning using multiple reading experiences with writing, listening and speaking opportunities. Staff will be trained approximately monthly in the Literary Program lessons and supported with digital and/or in person coaching.

In addition, Marisa Miller will participate in up to 5 all staff all day trainings on quality program implementation, general staff skills and knowledge development specific to the needs of Oxnard Scholars staff as determined by Director with staff input.

**School Year 2024-2025 Literary Program: 62,940** (not to exceed, even if more hours required to achieve any of the services)

**Components of Literary Program services:**

### **Research & Development:**

- Development of a specific 2024-2025 Literary curriculum program (comprised of a standardized lesson format, unit plan structure, and theme content) via initial research including a site visit, review of previous content materials, examination of current student demographics and academic data, current CQI findings and goals, digital staff and student survey inputs, and consultation with the Director for lesson structure, thematic selections, community partnership opportunities, field trips, and more. Approximately four rounds would be ELA focused and three rounds would be integrated programs of ELA with STEAM content using all 4 days of each week of that round.

### **Literary curriculum programming for Oxnard Scholars:**

- **Approximately 120 – 144 student-centered Literary lessons suitable for 1<sup>st</sup> through 5<sup>th</sup> grade, with appropriate adjustments as written into the lessons** (copies provided physically to staff, master binder in Oxnard office, and digitally available to staff in



designated Google Drive file folder and/or digital system of Oxnard Scholar choice) (Specific format of lessons and structure of lesson units TBD; Approximately four rounds would be ELA focused with standard 2x a week and three rounds would be integrated programs of ELA with STEAM content using all 4 days of each week of that round.)

- **Monthly Staff training:** Coordination with Director/SCs for monthly attendance, 3 hour training session of current round of 8-24 lessons (dates, time of day, location TBD with Director). Any new hires to be trained between monthly rounds via remote delivery.

#### **Coaching Services for literary program staff of Oxnard Scholars:**

- **Virtual Weekly Drop-in Office Hours:** TBD for times/dates approximately 1 hour a week
- **Virtual Scheduled 15 Minute Coaching Slots:** as needed for supporting staff in high quality implementation of their lessons
- **Virtual Make Up Trainings of Literary Leads and New Hire Training Sessions:** Dates and quantity TBD on absences and hiring of staff as needed

#### **Communications:**

- 1x-2x Monthly meeting (remote or in person), as needed, with Director/City Leads regarding curriculum, staff, opportunities, challenges, and so on.
- Curriculum Write Ups: Written document for principals, teachers, parents, and community about the specific literary program (timing and format TBD)
- Coordination and Communications, as needed via email/zoom, with Site Coordinators, Program Leaders, and Liaisons: i.e. Coaching coordination, supply needs, training dates, etc.

#### **General Professional Development Training:**

- **Up to 5 All Day Trainings:** Topics and sequence TBD in consultation with Director for staff skills and knowledge development in high quality program leadership and implementation techniques, general staff skills, knowledge capacity regarding developmental needs/academic content/TBD on current staff needs.

#### **Other Considerations:**

- Any and all graphic materials (i.e., lessons and training handouts) and training and lesson supply will be printed and/or purchased and/or provided by Oxnard Scholars Program with coordination of Consultant or costs of photocopy and supply to be included in monthly invoice by arrangement with Consultant and Director.
- Consultant shall invoice monthly for the services provided in the prior month.
- Consultant has been through the Oxnard School District's Fingerprint, Live scan and TB. Consultant shall check to ensure current compliance with requirements and do any necessary update steps by August 1, 2024.

- Consultant shall provide insurance certificates that meet the requirements of the District that also includes an addendum naming Oxnard School District as Additionally insured. Consultant may work with District Risk Management Department to meet these requirements.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #24-46 - Sunrise Physical Therapy Services Inc. (Torres/Magaña)**

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Sunrise Physical Therapy Services Inc. will provide ergonomic jobsite evaluations and trainings for staff to reduce workplace injuries during the 2024-2025 school year.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$29,000.00 – Ergonomic Reimbursables

#### **RECOMMENDATION:**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-46 with Sunrise Physical Therapy Services Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-46, Sunrise Physical Therapy Services Inc. \(4 Pages\)](#)  
[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

## DESCRIPTION OF ERGONOMIC SERVICES:

### SERVICES:

- **Individual Jobsite Evaluations and Training:** A pre-injury or post-injury evaluation of a worker's jobsite and the worker's biomechanical positioning and movement will be performed by Sunrise employees to identify potential risks and provide corrective recommendations. Changes to the work area on the day of the evaluation will be provided, if possible. Appropriate handouts and instruction for preventative techniques will be provided.

Follow up with the employee via phone, computer, and/or in person within 3 months of the initial evaluation will be included.

During an individual training the employee will be trained on proper body mechanics and preventative techniques for their specific job tasks. Pertinent handouts on preventative techniques will be provided to the employee.

A report in the format acceptable to Oxnard School District (OSD) will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Brief Evaluations/Training:** A Brief Evaluation/Training may be more appropriate at times. A shorter visit with an employee, such as a work area adjustment or reminders on posture, may only require a brief review/training. Another example is review of ergonomic equipment use, or review of preventative techniques previously discussed.

A report in the format acceptable to OSD will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Group Training:** A group of workers will be trained on injury prevention techniques for their specific job tasks. This training can include practicing techniques such as how to lift properly, job specific materials handling techniques, job specific activities involving posture and body mechanics, core stabilization, and/or stretching programs.

A report in the format acceptable to OSD will be provided for each training. A sign-in sheet will also be provided.

The above services can be provided remotely on a secure online platform if designated by OSD.



## **SCHEDULE OF FEES**

### **FEES:**

- Jobsite Evaluations/Individual Training: \$250.00
- Brief Evaluation/Training: \$150.00
- Group Training: \$375.00

These fees are applicable to both in person and online services.

### **PAYMENT:**

Sunrise will provide a monthly log/invoice to OSD within the first week following the month of services rendered.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #24-47 – Pelletier & Associates Inc. (Torres/Magaña)**

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Pelletier & Associates Inc. will provide the Oxnard School District with EFJAs to assist parties in the disability management process to identify and accommodate individuals into physically appropriate positions. Pelletier & Associates will focus on coordinating these services with Oxnard School District to determine the most beneficial means to accomplish the task of managing disability in the workplace.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$5,000.00 – Unrestricted General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-47 with Pelletier & Associates Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-47, Pelletier & Associates Inc. - EFJA \(15 Pages\)](#)  
[Proposal \(3 Pages\)](#)



# 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: [REDACTED]

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

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

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

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

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

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

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

	<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:**

Submit invoices monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [nmagana@oxnardsd.org](mailto:nmagana@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: \_\_\_\_\_



Pelletier  
& Associates

## PELLETIER & ASSOCIATES, INC. RATES AND COSTS

<i>Description of Service</i>	<i>Professional Rate / Fees</i>
Essential Function Job Analysis Development	\$725 per EFJA *
Travel Time if necessary (includes mileage)	\$77.50 per hour *
<i>*Unless otherwise negotiated and agreed upon in writing, annual increases will occur automatically on the anniversary of this agreement. These increases will approximate the annual CPI increase reported over the previous 12 months.</i>	

okay - n Jon



*Pelletier*  
& Associates

## **Essential Function Job Analysis (EFJA) Services & Rates (2024 – 2025)**

### **Essential Function Job Analysis**

An EFJA is designed to assist parties in the Disability Management process to identify and accommodate individuals into physically appropriate positions. This service encompasses the following:

- On-site employee interviews
- Observation of work processes
- Comprehensive report including
  - Job summary
  - Essential and marginal functions
  - Detailed physical demands analysis
- Document review and signature process
- Bilingual Spanish evaluators

### **Travel Time & Mileage Reimbursements**

Pelletier & Associates includes, at no additional charge, travel to and from the client within a 30-minute radius of Lake Forest, CA. Travel to and from the client beyond this radius is charged per hour, mileage included.



Pelletier  
& Associates

## NOTES TO CLIENT

- In the development of Essential Function Job Analysis (EFJA), Pelletier & Associates will assume that written and verbal information provided to us, as well as observed job tasks are up to date and reflective of all the essential job tasks.
- It is “best practice” to have disability management policies established which can guide the disability management process. The Client establishes and determines disability management policy, communicates it to Pelletier & Associates, Inc., and we assume it to be up to date as it applies to any given case. At The Client’s request, Pelletier & Associates, Inc. will work with The Client to establish or strengthen a policy.
- Pelletier & Associates, Inc. will perform work at the request of the Client and is not responsible for interacting or communicating independently with Client employees.
- *All documents will be delivered to our cloud-based document delivery system.*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-66, Renaissance Learning, Inc. (Fox/Thomas)**

---

Renaissance Learning, Inc. staff will conduct in-person professional development for school administrators and educators utilizing the Star assessment system. This system is instrumental in tracking student performance across early literacy, reading, and math. Additionally, training will cover the Illuminate Data Management System, essential for compiling and analyzing student assessment data, thereby providing educators with a comprehensive understanding of student academic progress throughout their academic journey.

**Term of Agreement:** July 1, 2024 – June 30, 2027

#### **FISCAL IMPACT:**

\$17,700.00 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-66 with Renaissance Learning, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-66, Renaissance Learning, Inc. \(3 Pages\)](#)

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

**Oxnard School District - 274891**

Reference ID: 544849

1051 S A St  
Oxnard, CA 93030-7442  
Contact: Anna Thomas - (805) 385-1501  
Email: [athomas@oxnardsd.org](mailto:athomas@oxnardsd.org)

### Quote Summary

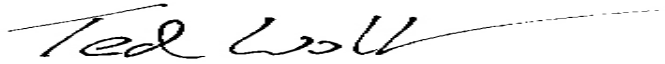
School Count: 1

Renaissance Products & Services Total	\$17,000.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$17,000.00</b>

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, [please sign and return this Quote.](#)

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [  ]

Renaissance Learning, Inc.	Oxnard School District - 274891
	By:
Name: Ted Wolf	Name: <b>Lisa A. Franz</b>
Title: VP - Corporate Controller	Title: <b>Director, Purchasing</b>
Date: 6/7/2024	Date:
	Invoice Date:

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

**If changes are necessary, or additional information is required, please contact your account executive Taylor Knoblett at (805)312-9380, Thank You.**

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
 Phone: (800) 338-4204 | Fax: (877) 280-7642  
 Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

## Quote Details

Oxnard School District - 274891

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Professional Services</b>					
6 Hour Onsite Day		2	\$3,750.00	\$0.00	\$7,500.00
Masterclass Professional Learning Package (9 Remote Hours, 1 six-hour Onsite Day)		1	\$9,500.00	\$0.00	\$9,500.00
<b>Oxnard School District Total</b>				<b>\$0.00</b>	<b>\$17,000.00</b>

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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-49, Salus Campus Safety Solutions (Fox/Nocero)**

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Salus Campus Safety Solutions will provide professional development, training, and informational sessions to all Oxnard School District campuses including San Miguel and James Foster School, for the 2024-2025 school year.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$90,000.00- Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-49 with Salus Campus Safety Solutions.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-49, Salus Campus Safety Solutions \(4 Pages\)](#)  
[Scope of work \(2 Pages\)](#)



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



2362 North Oxnard Blvd. Suite 202 Oxnard, CA 93036

[info@salussafetysolutions.org](mailto:info@salussafetysolutions.org)

## **SCOPE OF WORK**

### Timeframe

Under the guidance and directive of Oxnard School District's administration, Salus LLC will provide services effective **July 1, 2024 thru June 30, 2025**.

### Description of Services

Salus will provide 1) professional development and training, 2) student informational sessions, and if requested, 3) school site visits and reporting on School Safety for all campuses located within the Oxnard School District. This includes the 22 schools in addition to San Miguel Preschool and James Foster School.

#### **1. Professional Development and Training**

Salus will provide district-wide School Safety professional development and training on the following:

- Campus Supervision 101: Creating and Maintaining a Positive School Culture
  - Classified Staff
  - Certificated Staff
  - Administration
  - After School Program staff
- Campus Supervision Refresher - Mid-year
  - Classified Staff
- Additional Oxnard School District requested Professional Development and/or Training

#### **2. Student Informational Sessions**

Salus will provide district-wide informational sessions for students and parents on the following:

- Site Safety Protocols
- Communicating with Law Enforcement
- Drug Awareness (Vaping)
- Social Media
- Customized presentations for identified student populations (i.e. incoming middle school students, 8<sup>th</sup> grade students to high school, etc.)

#### **3. School Site Visits and Reporting**

As needed, Salus will provide:

- School-Wide Safety Drills and Emergency Procedures



2362 North Oxnard Blvd. Suite 202 Oxnard, CA 93036

[info@salussafetysolutions.org](mailto:info@salussafetysolutions.org)

- Site visits with staff and administration to ensure responsibilities are understood, provide feedback on safety and emergency procedures
- Biannual reports to share site visit feedback during the scope of work to best support school safety for OSD staff members.

**Billing Rate**

Hourly rate: \$200

Total Cost: \$90,000

<b>Service</b>	<b>Estimate</b>
Professional Development and Training	\$40,000
Student Informational Presentations	\$40,000
School Site Visits	\$5,000
Reporting	\$5,000
<b>Total</b>	<b>\$90,000</b>

**Invoicing**

Salus LLC will invoice monthly. Invoice will include school site, contact, date, time, and meeting length. Please make checks payable to **Salus, LLC**.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement/MOU #24-50, Ventura Unified School District (Fox/Ruvalcaba)**

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This Agreement/MOU explains and confirms the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District.

The federal guidelines for identification of student funding for Indian Education have changed, and therefore, the number of students who can be served in the program has also changed. Oxnard School District has 12 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2024-25 school year. In order to continue to provide the services as outlined in the Agreement/MOU, Oxnard School District is required to match the amount of federal funds provided.

#### **FISCAL IMPACT:**

\$5,802.13 (matching funds) - Title I

#### **RECOMMENDATION:**

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #24-50 with the Ventura Unified School District.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #24-50, Ventura USD - Vta Cty Indian Education Consortium \(3 Pages\)](#)  
[Service Plan \(2 Pages\)](#)



**MEMORANDUM OF UNDERSTANDING**  
**Ventura County Indian Education Consortium**

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the Oxnard School District (Partner District).

**Memorandum of Understanding Purpose:**

The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, Oxnard School District, and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

**Memorandum of Understanding Timeline:**

This MOU is effective July 1, 2024, and will extend through June 30, 2025.

**Memorandum of Understanding and Description of Services:**

**Partner District agrees to the following:**

1. Serve as a consortium partner to raise awareness regarding Indian Education.
2. Assist in the recruitment of eligible Indian Education students through existing district means of communication.
3. Confirm student enrollment for annual Title VI grant submission of student count.
4. Identify district and site contact personnel to facilitate communication with the VC Indian Education Consortium as required.
5. Provide classroom space or other school facilities to accommodate Indian Education lessons.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2.
7. Inform VUSD of changes in schedule and student participation.
8. Work with the VUSD staff as needed.
9. Provide updates on student demographic and educational program information upon request.

**VUSD (Provider) agrees to the following:**

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. Provide basic services to eligible Indian Education students including:
  - a) Indian Education Parent Advisory Committee
  - b) Indian Education enrollment and verification support
  - c) Indian Education Annual Honoring Ceremony and Special Events
  - d) Indian Education teaching resources/lending library

4/23/2024

- e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2024 – 25 is “Native American Music, Dance and Celebration.”
- 4. Provide services at Partner District schools through the district-supported format to include:
  - a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students (as in the past); or
  - b) Classroom presentations on Native American themes (to include classmates of identified students).
- 5. Ensure that VUSD employees have received adequate training in the services being provided and appropriate licenses/certificates are in current standing.
- 6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.
- 7. VUSD shall store student data in a district database or in a locked file cabinet.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

**Payment of Funds to VUSD for VC Indian Education Consortium Services:**

The Partner District, Oxnard School District, agrees to contribute \$5,802.13 to VUSD for Indian Education services provided during the 2024-25 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

**Indemnification:**

The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

The Partner District shall further defend, hold harmless, and indemnify VUSD (its employees, volunteers, officers, directors, and agents), from and against any and all losses, damages, liabilities, claims, and costs arising from or related to VUSD’s receipt and storage of student data unless the harm is caused by the negligent act of the VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers, and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers,

4/23/2024

officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

**Cancellation:**

This MOU may be cancelled by either party upon 30 days' written notice.

**Signatures:**

**PARTNER DISTRICT:** \_\_\_\_\_

Authorized District Representative: \_\_\_\_\_

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

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

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

**PROVIDER:** Ventura Unified School District

Authorized Representative: Agna Mera

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

Title: Asst Supt of Bus Services

Date: 4/28/22



# Ventura County Indian Education Consortium

**Presidential Award Winning Program**

**Title VI Federal Project – Serving Public**

**School Districts in Ventura County Since 1974**

Ventura Unified School District (LEA)

255 W. Stanley Ave., Suite 100

Ventura, California 93001

<https://www.venturausd.org/students/indian-education>

## Partner District Service Plan for 2024-2025

We appreciate your ongoing support and partnership with the Ventura County Indian Education Consortium for the coming school year. Your commitment ensures that we will continue to be able to preserve the heritage and support the academic achievement of American Indian and Alaska Native students in Ventura County, including those from Chumash and other California non-federally recognized tribes.

With your continued partnership we will be able to provide individual or small group lessons to support cultural identity and awareness for eligible Native students at their school campuses, as well as our Parent Advisory Committee, enrollment verification and support, annual Honoring Ceremony and cultural events, teaching resources and lending library for your district staff, and professional development workshops for Indian Education staff. This year's curricular theme is "Native American Music, Dance and Celebration."

Thank you for agreeing to cover the increased costs for program services outlined in the attached Memorandum of Understanding for the 2024-2025 School Year. Based on our federal grant allocation, districts are being asked to contribute an additional \$386.07 for students eligible for the federal grant and \$697.14 for those whose tribal affiliation makes them ineligible for the federal grant.

To finalize preparations for next school year, we kindly request confirmation of funds commitment by Monday, June 3. Please email Robin Jacobs at [robin.jacobs@venturausd.org](mailto:robin.jacobs@venturausd.org) to confirm or with any questions.

Your continued support is instrumental in our mission to meet the culturally related academic needs of all American Indian and Alaska Native students who attend the public schools of Ventura County.

Thank you,

*Robin Jacobs*

**Robin Jacobs, Coordinator**

[robin.jacobs@venturausd.org](mailto:robin.jacobs@venturausd.org)

(805) 641-5000 Ext. 1193

ACE CHARTER HIGH SCHOOL  
CAMARILLO ACADEMY OF PROGRESSIVE EDUCATION  
CONEJO VALLEY UNIFIED SCHOOL DISTRICT  
FILLMORE UNIFIED SCHOOL DISTRICT  
HUENEME SCHOOL DISTRICT  
MOORPARK UNIFIED SCHOOL DISTRICT  
OAK PARK UNIFIED SCHOOL DISTRICT  
OJAI UNIFIED SCHOOL DISTRICT

OXNARD SCHOOL DISTRICT  
OXNARD UNION HIGH SCHOOL DISTRICT  
PLEASANT VALLEY SCHOOL DISTRICT  
RIO SCHOOL DISTRICT  
SIMI VALLEY UNIFIED SCHOOL DISTRICT  
VENTURA CHARTER SCHOOL  
VENTURA UNIFIED SCHOOL DISTRICT  
VISTA REAL CHARTER HIGH SCHOOL

**CURRENT YEAR FUNDING REQUEST**

School District	Indian Education Student Count	Proposed District Funding Request
	SY 23-24	SY 24-25
ACE Charter	0	\$ -
CAPE Charter	1	\$ 386.07
Conejo VUSD	27	\$ 10,423.91
Fillmore USD	12	\$ 5,566.06
Hueneme ESD	6	\$ 2,938.57
Moorpark USD	26	\$ 10,037.84
Oak Park USD	1	\$ 386.07
Ojai USD	6	\$ 2,316.43
Oxnard SD	11	\$ 5,802.13
Oxnard UHSD	26	\$ 13,148.55
Peak Prep PV	2	\$ 1,394.28
Pleasant Valley SD	17	\$ 7,496.42
Rio SD	8	\$ 4,332.85
Simi VUSD	41	\$ 18,006.39
Ventura Charter	5	\$ 2,552.50
Ventura USD	124	\$ 60,004.55
Vista Real Charter	11	\$ 6,424.28
<b>TOTAL</b>	<b>324</b>	<b>\$ 151,216.90</b>

**PRIOR YEAR FUNDING REQUEST**

Indian Education Student Count	Proposed District Funding Request
SY22-23	SY23-24
1	\$ 326.28
0	\$ -
31	\$ 10,114.68
6	\$ 1,957.68
6	\$ 1,957.68
24	\$ 7,839.72
1	\$ 326.28
4	\$ 1,305.12
12	\$ 3,915.36
26	\$ 8,483.28
2	\$ 652.56
17	\$ 5,546.76
9	\$ 2,936.52
40	\$ 13,051.20
4	\$ 1,305.12
131	\$ 42,742.68
6	\$ 1,957.68
<b>320</b>	<b>\$ 104,418.60</b>

**Robin Jacobs, Coordinator**

[robin.jacobs@venturausd.org](mailto:robin.jacobs@venturausd.org)

(805) 641-5000 Ext. 1193

ACE CHARTER HIGH SCHOOL  
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 RIO SCHOOL DISTRICT  
 SIMI VALLEY UNIFIED SCHOOL DISTRICT  
 VENTURA CHARTER SCHOOL  
 VENTURA UNIFIED SCHOOL DISTRICT  
 VISTA REAL CHARTER HIGH SCHOOL

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-51, Frog Environmental (Mitchell/Galvan)**

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Frog Environmental will perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's Transportation facility, during the 2024-2025 fiscal year. Services will include: SWPPP updates based on review of all samplings, visual observations and inspection records, Lab and Sampling Services, completion, and submittal of the 2024-25 Level 2 Technical Report and provision of Storm Water Monitoring services.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$5,536.00 – Routine Restricted Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees approve Agreement #24-51 with Frog Environmental.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-51, Frog Environmental \(4 Pages\)](#)  
[Statement of Work \(2 Pages\)](#)



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.
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- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
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  - 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



THIS IS NOT AN INVOICE

965 E Willow Street  
Signal Hill California 90755

## STATEMENT OF WORK

### Billing Address

#### Oxnard School District

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030-7442

Estimate #  
**EST-002293**

### Facility Address

516 West Wooley Rd  
Oxnard, CA 930307442  
WDID: 4 561017854

### Estimate Date

May 14, 2024

### Subject :

2024-2025 Stormwater Year

#	Item & Description	Qty	Rate	Amount
1	<p><b>IGP Basic Monitoring</b></p> <ul style="list-style-type: none"> <li>Provide Monitoring Plan – includes compliance forms, sampling instructions, and pertinent guidance for meeting reporting requirements</li> <li>Perform facility visual observations, inspections, and site assessments throughout the year – includes comprehensive BMP evaluations, compliance assessments, and electronic report of findings</li> <li>Records audit of the facility's required permit and monitoring documents</li> <li>Monitoring Specific Training on performing required observations, form completion, BMP implementation, storm event preparation, sampling, and applicable IGP training as needed</li> <li>SMARTS management - account setup and administrative support such as uploading plans, sample results*, and required reports</li> <li>Rain Alerts</li> <li>Basic SWPPP updates are included for SWPPPs written by Frog</li> </ul> <p>*\$75 applicable, per event, when a client uses their own lab and Frog uploads the results in Frog's proprietary system to properly track and for the upload into SMARTS.</p> <ul style="list-style-type: none"> <li>Annual Report</li> <li>Annual Comprehensive Facility Compliance Evaluation (ACFCE) - inspection of potential pollutant sources and drainage areas; implemented BMPs and effectiveness; review of Observations, storm water samples, and all compliance records; assessment of overall compliance</li> <li>Completion of Report on SMARTS summarizing annual compliance which may require explaining non-compliance and facility specific circumstances, making HUC-10 or TMDL pollutant determinations, and conducting additional research for proper completion</li> <li>Report completed by the regulatory deadline - July 15th of each reporting</li> </ul>	1	2,704.00	2,704.00

THIS IS NOT AN INVOICE. THIS IS A QUOTE FOR SERVICES

Frog Environmental | 965 E Willow St, Signal Hill, CA 90755 | [www.frogenv.com](http://www.frogenv.com)

#	Item & Description	Qty	Rate	Amount
	<p>year</p> <p>Summary of Service: Annual Training, Monthly Observations (as applicable), BMP recommendations, Annual Comprehensive Facility Compliance Evaluation (Annual Evaluation), Annual Report, SMARTS oversight, Sample Management. This service is an Auto-Renewal service</p> <p>Billing: The invoicing term is concurrent with the Storm Water Year which is July 1st to June 30th. Invoicing occurs bi-annually on July 1st and January 1st of each year except for sampling, which is invoiced separately Payment is due upon receipt and applicable terms.</p>			
2	<p><b>Sampling Service- Basic</b> Up to four (4) samples are required. Regardless of the quantity of samples, each will result in a separate billing for applicable services.</p> <ul style="list-style-type: none"> <li>• Client performs storm event sampling and utilizes Frog for sample pick-up, quality control, delivery to lab for analysis, interpretation of results, and SMARTS reporting.</li> <li>• Frog provides sampling supplies, required forms, rain alerts, training, and guidance.</li> <li>• Number of points and additional parameters may be amended based on SWPPP requirements.</li> <li>• Additional charges may apply if Client requires assistance for SMARTS uploading.</li> <li>• This is an Auto-Renewal service</li> </ul> <p>Cost for Run-Off Sampling per event based on 3 point(s) and additional parameters: none</p> <p>\$708 total per event (\$236 per point)</p> <p>Sample Upload Administrative Fee: \$75 applicable, per event, when a client uses their own lab and Frog uploads the results in Frog's proprietary system to properly track and for the upload into SMARTS.</p> <p>Sample Attempt Fee: \$125 applicable (only applies if Frog is contracted to sample for you) if Frog arrives for a collection but is unable to collect a sample because the facility is locked, can't gain access, etc. You will not be billed if we mobilize, and the rain doesn't happen.</p>	4 point	708.00	2,832.00

This is an ESTIMATE for the services or products listed above. Upon your acceptance of this ESTIMATE, an Invoice will be created and emailed for payment. Please do NOT submit payment until you have received an Invoice for services or products.

Estimates are valid for 30 days unless otherwise stated above.

Sub Total	5,536.00
<b>NOT AN INVOICE- Estimated Total</b>	<b>\$5,536.00</b>

## TERMS & CONDITIONS

This Statement of Work (SOW) is agreed to in accordance with the Terms and Conditions stated within the Master Service Agreement (MSA). The SOW and MSA constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-52 – Zixta Enterprises, Inc. dba/Vallarta Supermarkets (Mitchell/Miller)**

---

Renewal Agreement #24-52 for the 2024-2025 fiscal year is presented herewith for the Board's consideration. The proposed agreement provides for thirty-one (31) regular and three (3) handicapped-accessible parking spaces designated for the District's exclusive use during its hours of operation (M-F 7:00 am-5:00 pm), and all day on dates the District holds Board meetings or other special events.

#### **FISCAL IMPACT:**

Vallarta agrees to pay the District a yearly fee of \$29,646.68 for their use of the ESC front parking lot

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Renewal Agreement #24-52 with Zixta Enterprises, Inc., dba/Vallarta Supermarkets, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-52 \(6 pages\)](#)

## LICENSE AGREEMENT

The Oxnard School District ("District") and Zixta Enterprises, Inc., doing business as Vallarta Supermarkets ("Vallarta"), hereby enter into this license agreement under the following terms and conditions (the "Agreement"):

1. The District grants to Vallarta a license for the non-exclusive use by Vallarta's customers, employees and any and all other persons conducting business with Vallarta for overflow parking purposes (the "Permitted Use"), of the District's front parking lot at the District's administrative offices on 1051 South A Street in Oxnard, California (located at the corner of South "A" Street and West Wooley Road, as depicted on Exhibit A, attached hereto and incorporated herein by this reference, the "Lot"). This license, which confers no easement or other legal interest in the Lot or in any other District property upon Vallarta, is subject to the following conditions:
  - a. The Permitted Use of the Lot is limited to the hours of operation of the Vallarta Supermarket at 1050 South A Street, Oxnard, California ("Vallarta #21"), being Monday through Sunday from 7am to 11pm (the "Operating Hours"), plus the 15 minutes preceding and following the Operating Hours.
  - b. Vallarta shall remove any trash, shopping carts, other materials or debris resulting from the Permitted Use of the Lot at least once per hour during Operating Hours.
  - c. The Permitted Use of the Lot is for overflow parking only and the parking lot located at Vallarta #21 must be used first when space is available in said parking lot.
  - d. Vallarta shall advise its customers that they may not park in spaces designated by the District as reserved or for use by specified persons. The District retains discretion to designate 31 regular parking spaces and 3 handicapped-accessible parking spaces. The District agrees to reasonably notify Vallarta of such designations or changes thereto. In May of 2011, the parties inspected the parking lot together and agree that the designated spaces are as shown on **Exhibit A** hereto and as follows:
    1. All the parking spaces located between the two entrances to the parking lot from "A" street will be reserved for District use only during District hours of operation (M-F 7:00am-5:00pm) and all day on dates when the Board of Trustees holds meetings or other special events require it. A copy of the current schedule of the board meetings has been provided to Vallarta and will be updated and supplemented by the District as needed to accommodate special board meetings or other District activities.
11. A swing arm gate was installed by the District during the Summer of 2011 to clearly separate the designated spaces, which are reserved for District use only during District hours of operation, from the rest of the parking lot. The location

of the swing arm gate will prevent traffic entering through the South ramp from turning into the area where the designated spaces are located, which area is highlighted on the attached Exhibit A. Since traffic entering on the North ramp will be directed South, the parties agree that no fence or gate will be installed, but signs will be posted. Vallarta's security personnel shall be responsible for monitoring the District's designated parking spaces to ensure that said spaces remain available for use by those doing business with the District, and not used by those doing business with Vallarta.

2. The term of the Agreement shall be from July 1, 2024 to and including June 30, 2025 (the "Term"); provided that the Agreement may be terminated earlier as set forth below.
3. Both parties agree to adjust the License Fee annually based on the Consumer Price Index (CPI), which for the current period is 3.10%. In consideration for the License herein granted, Vallarta shall pay the District the amount of \$29,646.68 (the "License Fee") during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$7,411.67 each, due on July 1, 2024, October 1, 2024, January 1, 2025, and April 1, 2025. Vallarta shall also do the following:
  - a. Procure and maintain insurance for bodily injury and property damage (including for damage to vehicles and for vandalism), with an insurer rated no lower than A- in A.M. Best's Financial Strength Ratings, or otherwise satisfactory to the Superintendent or Risk Manager of the District (as evidenced via a written certificate), of at least \$10 million per occurrence and \$10 million aggregate. The insurance policy shall include an endorsement listing the District, the members of its Board of Education, and the officers and employees of the District as additional primary insureds and shall state that the District and its Board members, officers, and employees shall not be responsible for paying any premiums on the policy or paying any deductibles or contribution as a condition of coverage.
  - b. The policy and endorsement shall also provide for a minimum of 30 calendar days' notice to the District prior to cancellation of the policy. Vallarta shall bear the expense of procuring the coverage and endorsement.
  - c. Upon commencement of the Term hereof, Vallarta shall provide a Certificate of Insurance to the District demonstrating compliance with this Paragraph.
  - d. At any time during the Term the District may notify Vallarta that it must provide a then current Certificate of Insurance demonstrating compliance with this Paragraph. Vallarta shall provide a certificate within five (5) working days of receiving such notice.
4. Vallarta shall hold harmless, defend, and indemnify the District and the District's Board members, officers, and employees from and against any liability, claims, damages,



or legal action, and any fees, expenses, or costs arising therefrom, from the negligent or intentional misconduct in and on the Lot by Vallarta's officers, employees, customers or any and all persons conducting business with Vallarta. The District shall notify Vallarta of any claims or legal action covered by this Paragraph within 20 business days of receiving the same, but the District's failure to timely notify Vallarta shall not relieve Vallarta of its obligations under this Paragraph unless the District's delay actually makes it impossible for Vallarta to meet such obligations.

1. If the District believes that Vallarta is failing to meet its obligations under this Agreement, the District shall notify Vallarta in writing of the events and/or conditions that it believes constitutes such failure. Vallarta shall immediately correct the deficiencies identified by the District. If Vallarta fails to immediately correct these deficiencies, the District may declare Vallarta in default and immediately terminate this Agreement. However, termination of the Agreement pursuant to this Paragraph shall not relieve Vallarta from completing its obligations under Paragraph 4 of this Agreement.
  2. This Agreement, being in nature a license, may be terminated by either party at any time, without cause, upon forty-five (45) days' notice to the other party; provided, however, that Vallarta's obligations under Paragraph 4, above, shall survive the termination of this Agreement.
  3. This Agreement may only be amended in a written instrument signed by authorized representatives of the District and Vallarta that has been approved by the District's Governing Board.
  4. Vallarta may not assign its rights or obligations under this Agreement without the prior written approval of the District.
  5. Vallarta, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. Vallarta further acknowledges and agrees that the District is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of the District hereunder are subject to all applicable federal, state, and local rules.
10. In connection with this Agreement, the District has determined that the use contemplated herein will not interfere with any District educational activity or otherwise jeopardize the education or safety of District students. The District has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood and may benefit the neighborhood by lessening the use of sidewalks or other areas by Vallarta customers.
11. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

1. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California.
2. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.
3. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To the District:

Superintendent  
1051 South A Street Oxnard,  
California 93030

To Vallarta:

Mrs. Elizabeth Gonzalez Corporate  
Officer  
10147 No. San Fernando Road Pacoima, California  
91331

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK, THE SIGNATURE PAGE FOLLOWS**

15. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

**Oxnard School District**

**Zixta Enterprises, Inc., dba Vallarta  
Supermarkets**

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

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

Name: Lisa A. Franz

Name:

Title: Director, Purchasing

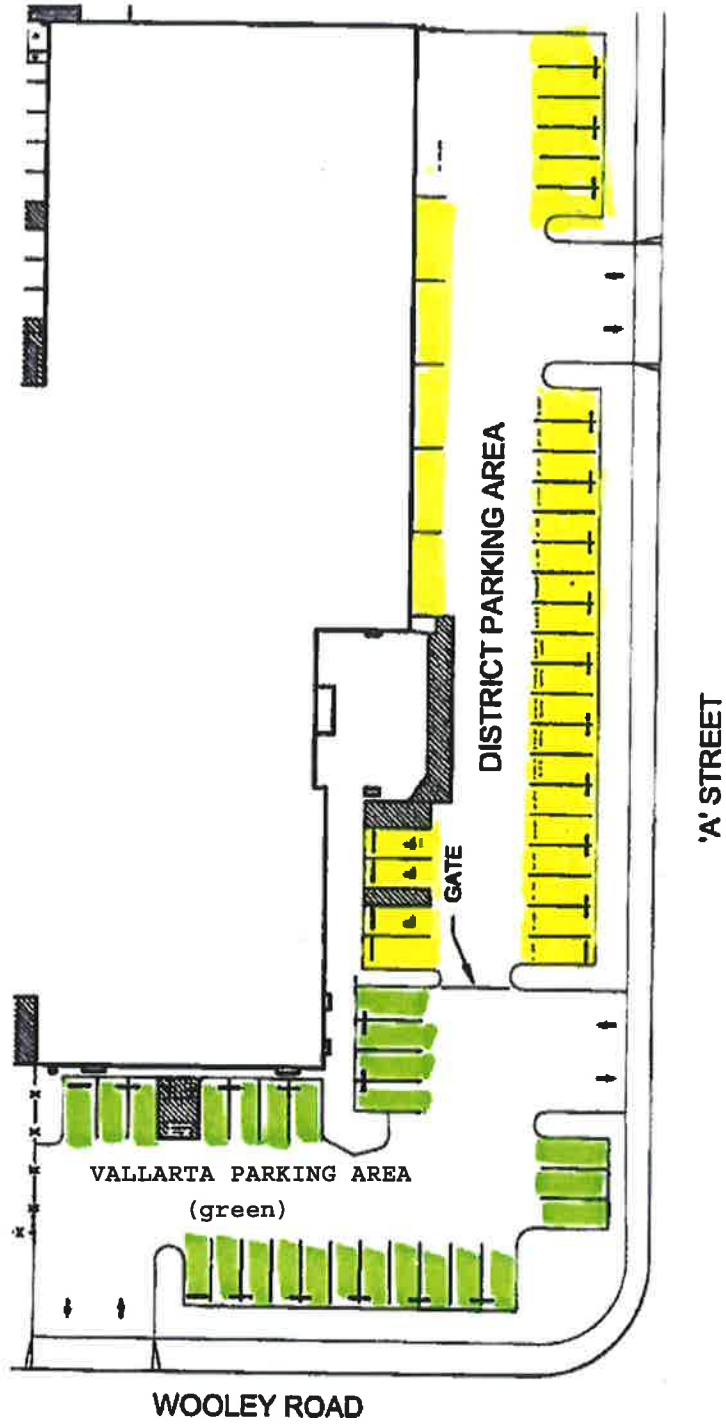
Title:

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

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

Exhibit A

EDUCATIONAL SERVICE CENTER  
FRONT PARKING AREA



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-53, Franklin Covey Education (DeGenna/Jefferson)**

---

Franklin Covey Education will provide professional development training for staff, students, and families throughout the Oxnard School District.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$101,300.00 - (\$42,100.00 - Special Education Funds / \$59,200.00 - Supplemental Concentration)

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #24-53 with Franklin Covey Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-53, Franklin Covey Education \(4 Pages\)](#)  
[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



# FranklinCovey

## Education

Prepared for: Oxnard School District

Prepared by: Jennifer Duston

Proposal Date: 6.12.24

Terms good for the period of July 1, 2024 – June 30, 2025

Department	Item	Amount
Special Education	7 Habits of Highly Effective People Workshop	\$3,420
Special Education	4 Essential Roles of Leaders for Sped Leaders, Leader In Me Imagination Series staff curriculum walk through, Systems For Success Workshop for Para Educators.	\$13,680.00
Special Education	Follow up Leadership Development Professional Development Services for Students, Staff, and Families as requested	\$25,000.00
Supt. Office + Business & Finance + HR	Speed of Trust Workshops & Custom Coaching	\$34,200.00
Supt. Office + Business & Finance + HR	Follow up Leadership Development Professional Development Services for Students, Staff, and Families as requested	\$25,000.00
<b>Total Investment</b>		<b>Not to Exceed \$101,300</b>



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-54 – Elemental Hardware, Inc. (Fox/Shea)**

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Elemental Hardware, Inc. will provide an enrichment program during our Expanded Learning Opportunity Programs. They will provide staff and materials in the Elemental Hardware Enrichment DIY hands-on projects to Oxnard School District students after school. Staff will be trained to show students how to construct some items such as a step stool and clock.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$3,124,500.00 – ELOP Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-54 with Elemental Hardware, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-54, Elemental Hardware Inc. \(83 Pages\)](#)  
[Proposal \(12 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**AGREEMENT #**

**AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES**

*THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES* (this “Agreement”) is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district (“District”) and the below-referenced service provider (“Service Provider”). In this Agreement, District and Service Provider are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Effective Date: \_\_\_\_\_  
Service Provider: \_\_\_\_\_  
Address: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Representative’s Email: \_\_\_\_\_  
Type of Service: \_\_\_\_\_ Lead Agency  
\_\_\_\_\_ Enrichment Agency

**RECITALS**

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District’s after-school program, the “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District’s after school program, an “Enrichment Agency” is responsible for providing specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities (“ELOP”) Program, After School Education and Safety (“ASES”) Program, and/or the 21<sup>st</sup> Century Community Learning Centers (“21<sup>st</sup> CCLC”) Program for academic school year \_\_\_\_\_ commencing \_\_\_\_\_ and ending \_\_\_\_\_ (collectively, the “Grant”). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that 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 here 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. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the “Contract.”

**2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from \_\_\_\_\_ to and including \_\_\_\_\_ (the “Term”). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

**3. Performance of the Services; Time for Performance.** Service Provider shall provide the services set forth in Service Provider’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Service Provider may also agree to provide additional services, at District’s request and only with District’s prior written authorization (the “Additional Services”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

**4. Compensation and Method of Payment.**

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by \_\_\_\_\_, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

**5. Quarterly Review and Adjustment of Scope of Work.** District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

**6. Termination.** This Agreement may be terminated as follows.

a. **Mutual Agreement.** The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause.** Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds.** District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.



d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause.** District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement.** Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures.** If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

**8. Service Provider's Representations and Warranties.** In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

**9. Ownership of Documents; Use of Documents by District.** All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

**10. Service Provider's Books and Records.**

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;

ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);

iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;

iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July provide copies of all Records for ). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records 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 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 Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

**11. Independent Contractor.** Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**12. Penal Code sections 667.5 and 1192.7.** If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

**13. Standards of Performance.** Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

**14. Confidential Information, Generally.** All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

**15. Student Privacy Laws.**

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data (“Confidential Student Data”) that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (“HIPAA”); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“FERPA”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“PPRA”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“COPPA”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“SOPIPA”); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.*) (“ELPIPA”) (collectively, the “Student Privacy Laws”). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider’s officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District’s request; and (d) not storing District data outside of the United States.

**16. Conflict of Interest; Disclosure of Interest.** Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider’s performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board’s Bylaws Sections 9270 and 9270-E (available on the District’s website at <https://www.oxnardsd.org/domain/12>) and that it does not qualify as a “designated employee.”

\_\_\_\_\_ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a “designated employee” and should be filing financial interest disclosures but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

**17. Compliance with Applicable Laws.** Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

\_\_\_\_\_ (Initials)

**18. Undocumented Workers.** Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider 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, Service Provider 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.

**19. Non-Discrimination.** Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**20. Assignment.** The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**21. Subcontracting.** Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

**22. Continuity of Personnel.** Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) 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; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.



**23. Assumption of Responsibility.** In accordance with Service Provider’s obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

**24. Service Provider’s Indemnification of District.**

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, “Indemnifying Party”), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, “Indemnified Party”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a “Claim” and collectively the “Claims”): (i) Indemnifying Party’s breach of any representation or warranty in the Contract; (ii) Indemnifying Party’s breach of any material provision of the Contract; (iii) Indemnifying Party’s violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party’s employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party’s provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party’s provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party’s provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party’s provision of the Services, (viii) Service Provider’s furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party’s intellectual property rights. For avoidance of doubt, Service Provider’s liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party’s indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party’s obligations under this paragraph 24 shall not be limited by Service Provider’s insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

*On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.*

\_\_\_\_\_ (Initials)

## **25. District's Indemnification of Lead Agency.**

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

**26. Enrichment Agency's Indemnification of Lead Agency.** To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

**27. Limitation of Liability.** District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

**28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

**29. Insurance.** Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

**30. 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  
1501 South A Street  
Oxnard, CA 93030 Attention:  
Dr. Ginger Shea Phone:  
805-385-1501 ext. 2324 Email:  
gshea@oxnardsd.org

**To Service Provider:** [NAME]  
[STREET ADDRESS]  
[CITY, STATE, ZIP]  
Attention: [NAME]  
Phone: [PHONE]  
Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

**31. Excusable Delays.** Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**32. Authority to Execute.** The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

**33. Administration.** The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

**34. Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**35. Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

**36. Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**37. Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

**38. Governing Law; Jurisdiction.** The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

**39. Dispute Resolution.** It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

**40. Severability.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

**“District”**

Oxnard School District,  
a California public school district

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing

**“Service Provider”**

\_\_\_\_\_  
\_\_\_\_\_

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

**EXHIBIT A-0**  
**SCOPE OF SERVICES**

**PART I: LEAD AGENCY**

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
    - a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
    - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
    - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.
  
  - 2. Five-Day Week and Enrichment Burst Program Attendance.**
    - a. For daily five-day week program, elementary students should participate every day the program operates.
    - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
    - c. For enrichment bursts, students should participate according to the schedule for the activity.
    - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
    - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

**3. Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.



**4. Non-School-Day Activities.**

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
  - i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
  - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
  - i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
  - iii. Site team meetings 1 hour every two weeks.

## **6. Professional Development.**

- a. Lead Agency – Management Only:
  - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
  - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

## **7. Curriculum and Activity Design.**

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

## **PART II: ENRICHMENT AGENCY**

- A. **Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

**B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

**1. Enrollment.**

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

**2. Five-Day Week and Enrichment Burst Program Attendance.**

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

**3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
- i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
- i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:
- i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

- iii. Site team meetings 1 hour every two weeks.

## **6. Curriculum and Activity Design.**

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

### **PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT**

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

### **PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES**

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

#### **PART V: DISTRICT RESPONSIBILITIES**

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;



- K. Notwithstanding Lead Agency’s and Enrichment Agency’s obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

**PART VI: TANGIBLE WORK PRODUCTS**

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

**PART VIII: PERSONNEL**

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

**PART IX: SUBCONTRACTORS**

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

**PART X: AMENDMENTS**

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

## EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
  - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

**1. General Requirements for Service Provider’s Program Coaches.**

**a. Satisfaction of Program staff requirements.** Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

**2. General Requirements for Student Eligibility in Program Sports.**

**a. Medical clearance.** Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

**b. Adherence to recommendations.** Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Service Provider acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

**d. Sign In and Sign Out Sheet.** Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student’s name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”

### **3. Concussions.**

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider’s coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course “Concussions in Sports” (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider’s coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student may have sustained concussion.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion.**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.



iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

#### **4. Sudden Cardiac Arrest ("SCA").**

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

##### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

##### **b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event.**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness.**

Service Provider agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

**b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

## **6. Methicillin-Resistant Staph Aureus (MRSA).**

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches – preventative measures.** Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs.**

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District’s policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student’s parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**e. Applicability.** At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

**8. Event Emergency Guidelines.**

**a. Adoption of policy.** Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF**  
**EMERGENCY ASSISTANCE**

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen).**

**a. Obligation to Administer Epinephrine; Authorized Individuals.**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Service Provider Employees and Volunteers.**

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/lh/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student’s parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

## **2. Epinephrine Prescriptions.**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

## **3. Requirements for the Provision of Emergency Assistance.**

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

## **4. Copies of Documents.**

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

## **EXHIBIT B COMPENSATION**

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
  - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
  - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
  - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
  - E. Line items for:
    1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
    2. All supplies properly charged to the Services;
    3. All travel properly charged to the Services;
    4. All equipment properly charged to the Services;
    5. All materials properly charged to the Services;
    6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
  - F. Calculation of matching funds.



Not Project Related

Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

## **EXHIBIT C INSURANCE**

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

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

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. 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 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
  1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
  2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
  3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. 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: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

Not Project Related

Project #

**EXHIBIT D  
CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

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

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

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing



## Extracurricular Event or Activity Assumption of Risk Form

\_\_\_\_\_  
Student name (Please print)

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School/Local Educational Agency

\_\_\_\_\_  
Event or Activity Advisor (Staff)

### Voluntary Extracurricular Event or Activity

- school-related athletics
- school-related club activities
- school-related cultural activities
- school-related performing arts activities
- school-related social activities
- School-related community activities
- Other: \_\_\_\_\_

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- |  |                                     |
|--|-------------------------------------|
| 1. Sprains and strains                   | 7. Loss of eyesight                 |
| 2. Fractured bones                       | 8. Head injuries or concussion      |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness                     |
| 4. Unconsciousness                       | 10. Sudden cardiac arrest           |
| 5. Paralysis                             | 11. Death                           |
| 6. Disfigurement                         | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary telephone

\_\_\_\_\_  
Alternate telephone





## Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)

Fecha de nacimiento

Padre o tutor legal (Por favor imprima)

Dirección del estudiante

Escuela/Agencia Educativa Local

Asesor de eventos o actividades (personal)

### Evento o actividad extracurricular voluntaria

- Atletismo relacionado con la escuela
- Actividades del club relacionadas con la escuela
- Actividades culturales relacionadas con la escuela
- Actividades de artes escénicas relacionadas con la escuela
- Actividades sociales relacionadas con la escuela
- Actividades comunitarias relacionadas con la escuela
- Otro: \_\_\_\_\_

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

- |  |   |
|--|---|
| 1. Esguinces y distensiones              | 7. Pérdida de la vista                        |
| 2. Quebraduras                           | 8. Lesiones en la cabeza o conmoción cerebral |
| 3. Laceraciones, abrasiones y avulsiones | 9. Enfermedades causadas por el calor         |
| 4. Inconsciencia                         | 10. Paro cardíaco repentino                   |
| 5. Parálisis                             | 11. Muerte                                    |
| 6. Desfiguración                         | 12. Exposición a enfermedades infecciosas     |

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

\_\_\_\_\_  
Firma (Estudiante)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma (Padre o Tutor Legal)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Teléfono principal

\_\_\_\_\_  
Teléfono alternativo

## Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

### Symptoms may include one or more of the following:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Headaches</li> <li>• “Pressure in head”</li> <li>• Nausea or vomiting</li> <li>• Neck pain</li> <li>• Balance problems or dizziness</li> <li>• Blurred, double, or fuzzy vision</li> <li>• Sensitivity to light or noise</li> <li>• Feeling sluggish or slowed down</li> <li>• Feeling foggy or groggy</li> <li>• Drowsiness</li> <li>• Change in sleep patterns</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “Don’t feel right”</li> <li>• Fatigue or low energy</li> <li>• Sadness</li> <li>• Nervousness or anxiety</li> <li>• Irritability</li> <li>• More emotional</li> <li>• Confusion</li> <li>• Concentration or memory problems (forgetting game plays)</li> <li>• Repeating the same question/comment</li> </ul> |
|--|---|

### Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

**What can happen if my child keeps on playing with a concussion or returns too soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child’s coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

**Return to Play (RTP)**

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see [cifstate.org](http://cifstate.org) for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:  
<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
 Student-athlete Name Printed

\_\_\_\_\_  
 Student-athlete Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Parent or Legal Guardian Printed

\_\_\_\_\_  
 Parent or Legal Guardian Signature

\_\_\_\_\_  
 Date

Legal References:  
 California Education Code section 49475,  
 California Interscholastic Federation Bylaw 313

## Oxnard School District

### Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

#### Los siguientes son algunos de los síntomas de una concusión:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Dolor de cabeza</li> <li>• “Presión en la cabeza”</li> <li>• Náusea o vómito</li> <li>• Dolor de cuello</li> <li>• Problemas de equilibrio o mareos</li> <li>• Visión borrosa o visión doble</li> <li>• Sensibilidad a la luz o ruido</li> <li>• Decaído</li> <li>• Adormecido</li> <li>• Mareado</li> <li>• Cambios en los hábitos de dormir</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “No se siente bien”</li> <li>• Fatiga o energía baja</li> <li>• Tristeza</li> <li>• Nervios o ansiedad</li> <li>• Irritabilidad</li> <li>• Más sensible</li> <li>• Confundido</li> <li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li> <li>• Repetir la misma pregunta o comentario</li> </ul> |
|---|--|

#### Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

**Volver a Jugar**

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cifstate.org) para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha



# AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

Dentro del Estado

(Menor de Edad)

Fuera Del Estado

Es un requisito completen esta forma para todos los paseos educativos o excursiones.

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones:** ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?  
 No  Si Explique por favor. \_\_\_\_\_
3. **Con respecto a la administración de medicamento:** Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?  
 No  Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:  
"Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.

8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

Blanco – Supervisor de Paseo Educativo/Excursión  
SFA 2010S, Rev. 6/17/2014

Amarillo – Escuela

Rosa – Padre/Madre/Gu **745**





## OXNARD SCHOOL DISTRICT

# Parent/Student CIF Heat Illness Information Sheet

### Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

### What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

**PREVENTION:** There are several steps which can be taken to prevent heat illness from occurring:

**ADEQUATE HYDRATION:** The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

**GRADUAL ACCLIMATIZATION:** Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

**HEAT EXHAUSTION:** Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

<ul style="list-style-type: none"> <li>• Dizziness, lightheadedness, weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Profuse sweating</li> </ul>
<ul style="list-style-type: none"> <li>• Headache</li> </ul>	<ul style="list-style-type: none"> <li>• Cool, clammy skin</li> </ul>
<ul style="list-style-type: none"> <li>• Nausea</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Diarrhea, urge to defecate</li> </ul>	<ul style="list-style-type: none"> <li>• Decreased urine output</li> </ul>
<ul style="list-style-type: none"> <li>• Pallor, chills</li> </ul>	

**TREATMENT:** Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

**HEAT STROKE:** Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

**WARNING SYMPTOMS:**

**This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.**

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"> <li>• Dizziness</li> </ul>	<ul style="list-style-type: none"> <li>• Weakness</li> </ul>
<ul style="list-style-type: none"> <li>• Drowsiness, loss of consciousness</li> </ul>	<ul style="list-style-type: none"> <li>• Hot and wet or dry skin</li> </ul>
<ul style="list-style-type: none"> <li>• Seizures</li> </ul>	<ul style="list-style-type: none"> <li>• Rapid heartbeat, low blood pressure</li> </ul>
<ul style="list-style-type: none"> <li>• Staggering, disorientation</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)</li> </ul>	<ul style="list-style-type: none"> <li>• Vomiting, diarrhea</li> </ul>

**Final Thoughts for Parents and Guardians:**

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

_____	_____	_____
Student-Athlete Name - <i>Printed</i>	Student-Athlete - <i>Signature</i>	Date
_____	_____	_____
Parent Or Legal Guardian Name - <i>Printed</i>	Parent or Legal Guardian - <i>Signature</i>	Date



## Hoja de información CIF para padres/estudiantes referente a la insolación

### ¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1° de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

### ¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardíacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la pérdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

**PREVENCIÓN:** Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

**LA HIDRATACIÓN APROPIADA:** El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es oscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar reemplazando los líquidos antes y después de las sesiones de práctica.

**LA ACLIMATACIÓN GRADUAL:** La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

**EL AGOTAMIENTO DEBIDO AL CALOR:** Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

**TRATAMIENTO:** Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no es rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

**INFARTO DEBIDO AL CALOR:** Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

**SÍNTOMAS DE ALARMA:**

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

<b>Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:</b>	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

**Consejos finales para los padres y tutores legales:**

Cada vez que planea y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el fútbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a un infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha



## OXNARD SCHOOL DISTRICT Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

### **Side effects may include one or more of the following:**

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

### **Risks are greater with the following:**

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

### **Unless specifically advised by your health care provider, medications to avoid include:**

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

**KNOW YOUR OPTIONS**

**Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:**

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

**IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:**

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration:  
[www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou)
- Visit [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

**Legal References:**

California Education Code section 49476

Adapted from the Center for Disease Control and Prevention and the American Hospital Association





## DISTRITO ESCOLAR DE OXNARD

### Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

#### **Los efectos secundarios pueden incluir uno o más de los siguientes:**

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

#### **Los riesgos son mayores con lo siguiente:**

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

#### **A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:**

- Benzodicepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

**SEPA CUÁLES SON SUS OPCIONES**

**Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riesgos y efectos secundarios. Las opciones podrían ser las siguientes:**

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

**SI LE RECETAN OPIOIDES PARA EL DOLOR:**

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
  - Establezcan juntos un plan para tratar el dolor.
  - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
  - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
  - Nunca venda ni comparta opioides recetados.
  - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: [www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou).
- Visite [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Nombre del Estudiante Deportista

\_\_\_\_\_  
Firma del Estudiante Deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del Padre o Tutor Legal

\_\_\_\_\_  
Firma del Padre o Tutor Legal

\_\_\_\_\_  
Fecha

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano



OXNARD SCHOOL DISTRICT  
**Parent/Student CIF Steroid Information Sheet and Acknowledgement**



“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

\_\_\_\_\_  
Student-Athlete Name - *Printed*

\_\_\_\_\_  
Student-Athlete - *Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Name - *Printed*

\_\_\_\_\_  
Parent or Legal Guardian - *Signature*

\_\_\_\_\_  
Date



## DISTRITO ESCOLAR DE OXNARD

### Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

“Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica”. (Estatuto CIF 503.I)

#### Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

#### Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha

Oxnard School District  
**Sudden Cardiac Arrest Information Sheet**

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- Fainting or seizure, especially during or right after exercise;
- Fainting repeatedly or with excitement or startle;
- Excessive shortness of breath during exercise;
- Racing or fluttering heart palpitations or irregular heartbeat;
- Repeated dizziness or lightheadedness;
- Chest pain or discomfort with exercise;
- Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- Known structural heart abnormality, repaired or unrepaired;
- Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- Family history of known heart abnormalities or sudden death before age 50;
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements.

**How Common is Sudden Cardiac Arrest in the United States?**

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

### **Who is at Risk for Sudden Cardiac Arrest?**

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will “just go away.” Additionally, some health history factors increase the risk of SCA.

### **What Should You do if your Student Athlete is Experiencing any of these Symptoms?**

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor’s feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### **Return to Play (RTP)**

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

### **Acknowledgment**

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student’s sports program

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Interscholastic Federation Bylaw 503

## Oxnard School District

### Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia del Paro Cardíaco Repentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- Colapso o convulsiones, especialmente justo después de ejercitarse;
- Colapso frecuente, o por emoción o susto;
- Falta excesiva de aliento durante el ejercicio;
- Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- Mareo o aturdimiento frecuente;
- Dolor o malestar en el pecho al ejercitarse;
- Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- La presencia de una anomalía estructural del corazón, reparada o no reparada;
- Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- Un historial clínico familiar de anomalías cardíacas conocidas o muerte repentina antes de los 50 años;
- Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- El consumo de enervantes tales como cocaína, inhalantes, drogas “recreativas,” bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

#### **¿Qué tan común es el PCR en los Estados Unidos?**

Por ser la principal causa de muerte en los EE. UU. cada año suceden más de 300,000 paros cardíacos lejos de los hospitales, de los que nueve de cada diez son mortales. Miles de jóvenes son víctimas de los paros cardíacos repentinos por ser la segunda causa de muerte en menores de 25 años y la principal razón por la que mueren los atletas adolescentes durante el ejercicio.

### **¿Quién corre el riesgo de sufrir un paro cardíaco repentino?**

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que “desaparecerán.” Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

### **¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?**

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

### **Volver a Jugar**

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

\_\_\_\_\_  
Nombre Del Atleta Adolescente

\_\_\_\_\_  
Firma Del Atleta Adolescente

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre Del Padre/ Tutor

\_\_\_\_\_  
Firma Del Padre/ Tutor

\_\_\_\_\_  
Fecha

Referencia legal:

Federación Interescolar de California Por Ley 503



# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

\_\_\_\_\_

\_\_\_\_\_

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.

Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
<b>HEART HEALTH QUESTIONS ABOUT YOU</b>	<b>Yes</b>	<b>No</b>	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
<b>HEART HEALTH QUESTIONS ABOUT YOUR FAMILY</b>	<b>Yes</b>	<b>No</b>	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
<b>BONE AND JOINT QUESTIONS</b>	<b>Yes</b>	<b>No</b>	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			<b>FEMALES ONLY</b>		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# ■ PREPARTICIPATION PHYSICAL EVALUATION

## THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	<b>Yes</b>	<b>No</b>
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

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Please indicate if you have ever had any of the following.

	Yes	No
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

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I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_



# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO



# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_

Nombre \_\_\_\_\_

Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

**Medicinas y Alergias:** Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias?  Sí  No Si tienes alergias, indica la alergia  
 Medicinas  Pólen  Comidas  Insectos específica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No	Preguntas Médicas	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón?			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: <input type="checkbox"/> Asma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infecciones <input type="checkbox"/> Otro: _____			27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
3. ¿Has pasado la noche en un hospital?			28. ¿Hay alguien en su familia que tiene asma?		
4. ¿Has tenido alguna cirugía?			29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
<b>Preguntas de la salud de tu corazón</b>	<b>Sí</b>	<b>No</b>	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?			32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: <input type="checkbox"/> Alta presión sanguínea <input type="checkbox"/> soplo cardíaco <input type="checkbox"/> Colesterol alto <input type="checkbox"/> Infección del corazón <input type="checkbox"/> Enfermedad de Kawasaki <input type="checkbox"/> Otro: _____			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
9. ¿Ha pedido un médico un examen médico de tu corazón?			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?			36. ¿Tiene antecedentes de trastornos convulsivos?		
11. ¿Has tenido un incautación inexplicable?			37. ¿Tiene dolores de cabeza con el ejercicio?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?			38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
<b>Preguntas de la salud de los corazones de tu familia</b>	<b>Sí</b>	<b>No</b>	39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrofica, síndrome de Marfan, la miocardiopatía aritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
15. ¿Tiene alguien en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?			42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
16. ¿Tiene alguien en tu familia desmayos inexplicables, incauciones inexplicables o casi ahogo?			43. ¿Ha tenido problemas con sus ojos o visión?		
<b>Preguntas de huesos y articulaciones</b>	<b>Sí</b>	<b>No</b>	44. ¿Ha tenido lesiones en los ojos?		
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?			45. ¿Usted usa anteojos o lentes de contacto?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?			46. ¿Usa gafas de protección, o anteojos de seguridad?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?			47. ¿Le preocupa su peso?		
20. ¿Alguna vez has tenido una fractura de estrés?			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)			49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?			50. ¿Alguna vez ha tenido un trastorno alimentario?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?			51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?			<b>Sólo mujeres</b>	<b>Sí</b>	<b>No</b>
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?			52. ¿Alguna vez ha tenido un periodo menstrual?		
			53. ¿Qué edad tenía cuando tuvo su primer periodo menstrual?		
			54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "si" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## EL ATLETA CON NECESIDADES ESPECIALES:

### FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico \_\_\_\_\_  
 Nombre \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_  
 Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

Explique respuestas "si" aquí

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	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bífida		
La alergia al látex		

Por favor, indique si alguna vez ha tenido alguna de las siguientes.

Explique respuestas "si" aquí

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Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.

<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO







## School Athletics Physical Contact Acknowledgement

\_\_\_\_\_  
Student name

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School

\_\_\_\_\_  
Sport/Activity

\_\_\_\_\_  
Coach/Instructor

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager

# Oxnard Elementary School District

## DIY Enrichment Proposal

2024 - 2025 Expanded Learning Program

### Overview:

For Oxnard Elementary School District's Expanded Learning Program, Elemental Hardware Enrichment will provide DIY classes for students in grades 1 - 8 at 20 schools during their 2024 - 2025 school year enrichment burst programs (July 1, 2024 - June 30, 2025). The projects will focus on developing students' basic carpentry, electrical, and art skills and exposing them to career pathway options in the skilled trades.

### Goal:

Provide students with hands-on learning opportunities to apply problem-solving, carpentry, electrical, and art skills.

### Program design & requirements:

Elemental Hardware Enrichment will provide 1 - 2 staff members to deliver (2) 60 - 90 minute DIY Builders enrichment classes for up to 20 students per class for up to 9 weeks per burst at 20 school sites during the regular school year enrichment burst rotations. Elemental Hardware Enrichment staff members will be available to support the additional supervisory needs of each school site's program for up to 6 hours per day. Instructors require approximately 1 hour per day for set up and clean up.

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**Total 2024-2025 After-School Enrichment Burst Maximum**  
**Program Cost: \$2,484,000**

### Enrichment Bursts:

*\$1,150 x (3) 9 week bursts x 20 school sites | **2 days per week** x 2 DIY classes per day | Serving up to 40 students per day at each school site*

### Curriculum Description

The curriculum and projects will vary by grade level to introduce developmentally appropriate project-based learning opportunities for students to learn practical skills (safe and appropriate hand tool usage, fundamental carpentry and electrical concepts, time management and planning, art skills). Lesson plans will also lean into connecting projects and practical skills to real world examples that expose students to career pathway options in the skilled trades.



Depending on the project and grade level, students should be given (1 - 3) 60 - 90 minute class sessions for each DIY project kit to complete assembly, personalize, and participate in the project activity if relevant. Students take completed projects home.

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## **Elemental Hardware Enrichment will provide:**

### **Project materials, assembly supplies, tools, and art supplies for up to 20 students per class:**

- Each DIY project kit includes **all wooden or electrical parts and hardware** to assemble a project (on-site storage required).
  - Our project parts are made to last. We source durable raw materials at the most cost-effective rates our volume permits. Our carpenters and shop team then spend the time to manufacture these raw materials down into age-appropriate finished parts for students to assemble into finished projects themselves.
- Any **hand tools** (measuring tape, hammers, screwdrivers, pliers, wrenches, etc.) required to assemble a project will be provided to students (on-site storage required).
- Any **project supplies** (safety glasses, hardware trays, wood glue, etc.) required to assemble projects effectively will be provided to students (on-site storage required).
- Any **art supplies** (paint brushes, paint, palettes, stickers, markers, etc.) that will support students' creativity while decorating their projects will be provided to students (on-site storage required).

### **Material delivery:**

- All project materials, assembly supplies, tools, and art supplies will be delivered to each school site on an as needed basis.
- Delivery of DIY project kits will be made on a 1x weekly basis (as needed) on an agreed-upon day and time for each school site.

### **Instructors:**

- 1 - 2 instructors will be provided for each class
- Instructors will carry certifications and complete trainings as is compliant with the District's requirements.
- Instructors will be fully trained on hand tool and classroom safety, all DIY projects that they teach, general classroom management, and will work to promote an emotionally-safe and positive learning environment for all students.
- Instructors will arrive early before each class begins to prepare the classroom for student instruction. Instructors will also take the time after class ends to clean up after student instruction.

**Program launch support:**

- Elemental Hardware Enrichment is committed to leading any pre-launch enrollment marketing projects and / or events that become approved to set the program up for success and absorb any costs incurred as part of this promotional activity.
- Examples of potential projects and events that have been discussed:
  - On-site lunchtime booth for students to visit, learn about DIY, and take flyers home for parents to learn more
  - Marketing flyer for school administration to hand out to students and parents
  - Marketing copy and visual assets to insert in digital school announcements or principal messages

**Program evaluation support:**

- Elemental Hardware Enrichment is committed to leveraging its instructors to provide qualitative and quantitative feedback and evaluations on the program's impact and student skill development and engagement.
- Should the district request any additional program evaluation methods that require the support of Elemental Hardware Enrichment's instructors in implementing, we are open to discussing their requirements and integrating them into our instructors' scope of work.

**Ongoing program administrative support:**

- Elemental Hardware Enrichment is committed to partnering with the district to collect and receive feedback in the interest of continually improving DIY program delivery and overall after-school program objectives.
- This includes providing a primary point of contact at Elemental Hardware Enrichment for the district to funnel feedback through, manage any necessary scheduling changes, participate in Partner Meetings with site staff, and participate in any required staff PD or trainings.

**Oxnard School District will provide:****Storage:**

- Each school site needs to have space available to store DIY project kits and supplies for each week's worth of expected classes. Exact volume and storage space required will be provided in advance of each delivery.

### **Classroom requirements & enrollment reports:**

- The DIY program is best served in a classroom that allows 3 - 4 feet of room between each student while they are working with hand tools and a sink to access water while they are applying wood glue and personalizing their projects.
- Storage space for projects that need to dry overnight will also be required.
- A whiteboard in the classroom is also helpful on project activity days to keep score or with complex builds to label parts.
- Enrollment reports for each site that DIY will be offered during the Enrichment Burst so that Elemental Hardware Enrichment can have a better understanding of where to focus its enrollment marketing and awareness efforts.

### **Terms:**

#### **Student attendance and engagement evaluation protocol:**

- Should the DIY program fail to demonstrate positive outcomes in student engagement, interest, and enrollment, Oxnard School District has the option to adjust the scheduling and frequency or discontinue the program.
- Regular assessment measures including student enrollment, attendance, instructor observations, and surveys will be implemented and reviewed by Elemental Hardware Enrichment staff and shared with Oxnard School District.
- Feedback and insights gathered from these assessments will inform any optimizations that can be made to the program's content, delivery, and structure, which will also be shared with Oxnard School District.

#### **Collaborative problem-solving & open communication policy:**

- Should any challenges or issues arise throughout the program or its implementation, Elemental Hardware Enrichment is committed to communicating with the district and resolving those issues in a timely and collaborative manner, prioritizing the interests of the students and the overall success of the program's outcomes.
- Site and district administration will have a contact sheet to reach specific Company administration and instructors to effectively facilitate communication and any necessary escalations.
- Should Oxnard School District or site administrators wish to collaborate in a recurring meeting, periodic progress review, or scheduled check-ins to proactively manage communication, the Company is also willing to be available and participate in these.

#### **Financial transparency:**

- Elemental Hardware Enrichment is committed to continually revisiting its program costs to drive down expenses without compromising on program, instructor, and material quality.

- Should Elemental Hardware Enrichment have an opportunity to deliver its program more cost-effectively during the duration of this contract either through raw material supplier contract renegotiations, manufacturing technology investments, or other procedural improvements, the Company will pass those savings onto Oxnard School District in the form of a lower cost per class rate.

#### **Invoicing:**

- Elemental Hardware Enrichment will invoice 1x per month for services delivered.
  - If DIY Builders class is not offered at a school site for an enrichment burst, it will not be billed.
  - If a scheduled class is canceled due to site scheduling needs at least 1 business day in advance, it will not be billed. If less than 1 business day notice is given, the class will be invoiced.
- Invoices are payable on net-30 terms.

#### **Flexible program termination:**

- Either party may terminate this agreement upon providing a written notice to the other party at least thirty (30) days prior to the intended termination date. Termination may be initiated if either party determines, in good faith, that the program no longer aligns with the educational objectives and priorities of the school district, or if significant challenges arise that impede the successful implementation of the program.
- Upon termination, both parties agree to promptly engage in a collaborative review process to assess the reasons for termination and to determine the appropriate disposition of any remaining program materials, equipment, or resources.
- The terminating party will not be held liable for any financial or legal obligations beyond the termination date, provided that all obligations prior to termination have been fulfilled.

# Oxnard Elementary School District

## Staffing Proposal

### Spring Camp 2025 Program

#### **Overview:**

For Oxnard Elementary School District's Spring 2025 Camp, Elemental Hardware Enrichment will provide staff to supervise students in grades 1 - 8 at up to 10 schools during their 2025 Spring Break program.

#### **Goal:**

Provide Oxnard School District with qualified staff to support supervision of students during 9-hour Spring Break Camp workdays in which regular teachers and staff are typically unavailable.

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### **Total Spring 2025 Staffing Maximum Cost: \$40,500**

*\$45 per hour x (9) hours x 10 days x 10 school sites x 1 staff member*

#### **Staff Responsibilities**

Elemental Hardware Enrichment staff will provide supervision during other program activities, recreational time, meal times, chaperoned trips, and arrival & dismissal times. Staff will participate in any additional necessary training or district-provided meetings to promote successful service delivery.

#### **Elemental Hardware Enrichment will provide:**

##### **Qualified Staff:**

- Instructors will carry certifications and complete trainings as is compliant with the District's requirements.

#### **Oxnard School District will provide:**

##### **Relevant training:**

- Oxnard School District will provide the required training to ensure Elemental Hardware Enrichment's staff members meet district requirements for supervising activities and providing services.

## **Terms:**

### **Invoicing:**

- Elemental Hardware Enrichment will invoice 1x per school site where services are provided after the program ends.
- Invoices are payable on net-30 terms.

### **Flexible program termination:**

- Either party may terminate this agreement upon providing a written notice to the other party at least thirty (30) days prior to the intended termination date. Termination may be initiated if either party determines, in good faith, that the program no longer aligns with the educational objectives and priorities of the school district, or if significant challenges arise that impede the successful implementation of the program.
- Upon termination, both parties agree to promptly engage in a collaborative review process to assess the reasons for termination and to determine the appropriate disposition of any remaining program materials, equipment, or resources.
- The terminating party will not be held liable for any financial or legal obligations beyond the termination date, provided that all obligations prior to termination have been fulfilled.

# Oxnard Elementary School District

## DIY Enrichment Proposal

Summer Break 2024 Program

**Overview:**

For Oxnard Elementary School District’s Expanded Learning Program, Elemental Hardware Enrichment will provide a custom DIY Building Olympic-themed curriculum for students in grades 1 - 8 at up to 10 schools during their 2024 Summer Break program. The projects will focus on developing students’ basic carpentry, electrical, and art skills and exposing them to career pathway options in the skilled trades.

**Goal:**

Provide students with hands-on learning opportunities to apply problem-solving, carpentry, electrical, and art skills.

**Program design & requirements:**

Elemental Hardware Enrichment will provide 1 - 2 staff members to deliver up to (4) 40 - 60 minute DIY enrichment classes that align with the “Olympic” theme for up to 20 students per class for 15 days at up to 10 school sites during the Summer Break Program from July 1 - July 26, 2024. Elemental Hardware Enrichment staff members will be available to support the additional supervisory needs of each school site’s program for up to 9 hours per day.

**Total Summer 2024 “Olympic” Program Maximum Cost:  
\$600,000**

*\$60,000 x 10 school sites | Serving up to 80 unique students at each school site for 15 days*

Grades	Unique Students Served	Curriculum Description	Cost / School
1 - 8	80 <i>(up to 5 DIY builds x 20 students x 4 classes per day)</i>	<p>Students will assemble, personalize, and participate in activities for up to 5 wooden and electrical DIY project kits that align with the theme of the Olympics.</p> <p>The kits will give students high-quality, project-based learning opportunities to safely use hand tools, gain exposure to fundamental carpentry and electrical concepts, apply their art skills, and learn about the history of the Olympics and the monumental infrastructural undertaking host cities have to go through to prepare for hosting the Olympics to expose them to career pathways in the skilled trades.</p>	\$60,000

## Elemental Hardware Enrichment will provide:

### Project materials, assembly supplies, tools, and art supplies for up to 20 students per class:

- Each DIY project kit includes **all wooden or electrical parts and hardware** to assemble a project (on-site storage required).
  - Our project parts are made to last. We source durable raw materials at the most cost-effective rates our volume permits. Our carpenters and shop team then spend the time to manufacture these raw materials down into age-appropriate finished parts for students to assemble into finished projects themselves.
- Any **hand tools** (measuring tape, hammers, screwdrivers, pliers, wrenches, etc.) required to assemble a project will be provided to students (on-site storage required).
- Any **project supplies** (safety glasses, hardware trays, wood glue, etc.) required to assemble projects effectively will be provided to students (on-site storage required).
- Any **art supplies** (paint brushes, paint, palettes, stickers, markers, etc.) that will support students' creativity while decorating their projects will be provided to students (on-site storage required).

### Material delivery:

- All project materials, assembly supplies, tools, and art supplies will be delivered to each school site.
- Delivery of DIY project kits will be made on an agreed-upon day and time for each school site.

### Instructors:

- 1 - 2 instructors will be provided for each class
- Instructors will carry certifications and complete trainings as is compliant with the District's requirements.
- Instructors will be fully trained on hand tool and classroom safety, all DIY projects that they teach, general classroom management, and will work to promote an emotionally-safe and positive learning environment for all students.
- Instructors will arrive early before each class begins to prepare the classroom for student instruction. Instructors will also take the time after class ends to clean up after student instruction.

### Program launch support:

- Elemental Hardware Enrichment is committed to leading any pre-launch enrollment marketing projects and / or events that become approved to set the program up for success and absorb any costs incurred as part of this promotional activity.



- Examples of potential projects and events that have been discussed:
  - On-site lunchtime booth for students to visit, learn about DIY, and take flyers home for parents to learn more
  - Marketing flyer for school administration to hand out to students and parents
  - Marketing copy and visual assets to insert in digital school announcements or principal messages

**Program evaluation support:**

- Elemental Hardware Enrichment is committed to leveraging its instructors to provide qualitative and quantitative feedback and evaluations on the program’s impact and student skill development and engagement.
- Should the district request any additional program evaluation methods that require the support of Elemental Hardware Enrichment’s instructors in implementing, we are open to discussing their requirements and integrating them into our instructors’ scope of work.

**Ongoing program administrative support:**

- Elemental Hardware Enrichment is committed to partnering with the district to collect and receive feedback in the interest of continually improving DIY program delivery and overall after-school program objectives.
- This includes providing a primary point of contact at Elemental Hardware Enrichment for the district to funnel feedback through, manage any necessary scheduling changes, participate in Partner Meetings with site staff, and participate in any required staff trainings.

**Oxnard School District will provide:**

**Storage:**

- Each school site needs to have space available to store DIY project kits and supplies for the camp program. Exact volume and storage space required will be provided in advance.

**Classroom requirements:**

- The DIY program is best served in a classroom that allows 3 - 4 feet of room between each student while they are working with hand tools and a sink to access water while they are applying wood glue and personalizing their projects.
- Storage space for projects that need to dry overnight will also be required.
- A whiteboard in the classroom is also helpful on project activity days to keep score or with complex builds to label parts.

## **Terms:**

### **Student attendance and engagement evaluation protocol:**

- Should the DIY program fail to demonstrate positive outcomes in student engagement, interest, and enrollment, Oxnard School District has the option to adjust the scheduling and frequency or discontinue the program.
- Regular assessment measures including student enrollment, attendance, instructor observations, and surveys will be implemented and reviewed by Elemental Hardware Enrichment staff and shared with Oxnard School District.
- Feedback and insights gathered from these assessments will inform any optimizations that can be made to the program's content, delivery, and structure, which will also be shared with Oxnard School District.

### **Collaborative problem-solving & open communication policy:**

- Should any challenges or issues arise throughout the program or its implementation, Elemental Hardware Enrichment is committed to communicating with the district and resolving those issues in a timely and collaborative manner, prioritizing the interests of the students and the overall success of the program's outcomes.
- Site and district administration will have a contact sheet to reach specific Company administration and instructors to effectively facilitate communication and any necessary escalations.
- Should Oxnard School District or site administrators wish to collaborate in a recurring meeting, periodic progress review, or scheduled check-ins to proactively manage communication, Elemental Hardware Enrichment is also willing to be available and participate in these.

### **Invoicing:**

- Elemental Hardware Enrichment will invoice 1x per school site where services are provided after the program ends.
- Invoices are payable on net-30 terms.

### **Flexible program termination:**

- Either party may terminate this agreement upon providing a written notice to the other party at least thirty (30) days prior to the intended termination date. Termination may be initiated if either party determines, in good faith, that the program no longer aligns with the educational objectives and priorities of the school district, or if significant challenges arise that impede the successful implementation of the program.

- Upon termination, both parties agree to promptly engage in a collaborative review process to assess the reasons for termination and to determine the appropriate disposition of any remaining program materials, equipment, or resources.
- The terminating party will not be held liable for any financial or legal obligations beyond the termination date, provided that all obligations prior to termination have been fulfilled.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-55 – Parker Anderson Enrichment (Fox/Shea)**

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Parker Anderson Enrichment will provide enrichment programming daily in the after school program with special enrichment windows (fall, winter, spring) at 20 schools in the Oxnard School District.

They will also offer enrichment during the Writing and Steam Camp over the summer. The enrichment varies from Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$4,029,570.00 – 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 #24-55 with Parker Anderson Enrichment.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-55, Parker Anderson Enrichment \(83 Pages\)](#)  
[Proposal \(2 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**AGREEMENT #**

**AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES**

*THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES* (this “Agreement”) is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district (“District”) and the below-referenced service provider (“Service Provider”). In this Agreement, District and Service Provider are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Effective Date: \_\_\_\_\_  
Service Provider: \_\_\_\_\_  
Address: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Representative’s Email: \_\_\_\_\_  
Type of Service: \_\_\_\_\_ Lead Agency  
\_\_\_\_\_ Enrichment Agency

**RECITALS**

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District’s after-school program, the “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District’s after school program, an “Enrichment Agency” is responsible for providing specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities (“ELOP”) Program, After School Education and Safety (“ASES”) Program, and/or the 21<sup>st</sup> Century Community Learning Centers (“21<sup>st</sup> CCLC”) Program for academic school year \_\_\_\_\_ commencing \_\_\_\_\_ and ending \_\_\_\_\_ (collectively, the “Grant”). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that 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 here 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. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the “Contract.”

**2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from \_\_\_\_\_ to and including \_\_\_\_\_ (the “Term”). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

**3. Performance of the Services; Time for Performance.** Service Provider shall provide the services set forth in Service Provider’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Service Provider may also agree to provide additional services, at District’s request and only with District’s prior written authorization (the “Additional Services”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

**4. Compensation and Method of Payment.**

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by \_\_\_\_\_, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

**5. Quarterly Review and Adjustment of Scope of Work.** District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

**6. Termination.** This Agreement may be terminated as follows.

a. **Mutual Agreement.** The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause.** Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds.** District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.



d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause.** District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement.** Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures.** If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

**8. Service Provider's Representations and Warranties.** In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

**9. Ownership of Documents; Use of Documents by District.** All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

**10. Service Provider's Books and Records.**

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;

ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);

iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;

iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July provide copies of all Records for ). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records 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 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 Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

**11. Independent Contractor.** Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**12. Penal Code sections 667.5 and 1192.7.** If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

**13. Standards of Performance.** Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

**14. Confidential Information, Generally.** All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

**15. Student Privacy Laws.**

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data (“Confidential Student Data”) that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (“HIPAA”); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“FERPA”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“PPRA”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“COPPA”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“SOPIPA”); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.*) (“ELPIPA”) (collectively, the “Student Privacy Laws”). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider’s officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District’s request; and (d) not storing District data outside of the United States.

**16. Conflict of Interest; Disclosure of Interest.** Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider’s performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board’s Bylaws Sections 9270 and 9270-E (available on the District’s website at <https://www.oxnardsd.org/domain/12>) and that it does not qualify as a “designated employee.”

\_\_\_\_\_ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a “designated employee” and should be filing financial interest disclosures but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

**17. Compliance with Applicable Laws.** Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

\_\_\_\_\_ (Initials)

**18. Undocumented Workers.** Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider 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, Service Provider 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.

**19. Non-Discrimination.** Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**20. Assignment.** The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**21. Subcontracting.** Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

**22. Continuity of Personnel.** Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) 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; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.



**23. Assumption of Responsibility.** In accordance with Service Provider’s obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

**24. Service Provider’s Indemnification of District.**

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, “Indemnifying Party”), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, “Indemnified Party”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a “Claim” and collectively the “Claims”): (i) Indemnifying Party’s breach of any representation or warranty in the Contract; (ii) Indemnifying Party’s breach of any material provision of the Contract; (iii) Indemnifying Party’s violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party’s employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party’s provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party’s provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party’s provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party’s provision of the Services, (viii) Service Provider’s furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party’s intellectual property rights. For avoidance of doubt, Service Provider’s liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party’s indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party’s obligations under this paragraph 24 shall not be limited by Service Provider’s insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

*On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.*

\_\_\_\_\_ (Initials)

## **25. District's Indemnification of Lead Agency.**

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

**26. Enrichment Agency's Indemnification of Lead Agency.** To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

**27. Limitation of Liability.** District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

**28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

**29. Insurance.** Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

**30. 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  
1501 South A Street  
Oxnard, CA 93030 Attention:  
Dr. Ginger Shea Phone:  
805-385-1501 ext. 2324 Email:  
gshea@oxnardsd.org

**To Service Provider:** [NAME]  
[STREET ADDRESS]  
[CITY, STATE, ZIP]  
Attention: [NAME]  
Phone: [PHONE]  
Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

**31. Excusable Delays.** Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**32. Authority to Execute.** The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

**33. Administration.** The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

**34. Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**35. Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

**36. Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**37. Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

**38. Governing Law; Jurisdiction.** The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

**39. Dispute Resolution.** It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

**40. Severability.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

**“District”**

Oxnard School District,  
a California public school district

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing

**“Service Provider”**

\_\_\_\_\_  
\_\_\_\_\_

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

**EXHIBIT A-0**  
**SCOPE OF SERVICES**

**PART I: LEAD AGENCY**

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
    - a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
    - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
    - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.
  
  - 2. Five-Day Week and Enrichment Burst Program Attendance.**
    - a. For daily five-day week program, elementary students should participate every day the program operates.
    - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
    - c. For enrichment bursts, students should participate according to the schedule for the activity.
    - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
    - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

**3. Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.



**4. Non-School-Day Activities.**

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
  - i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
  - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
  - i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
  - iii. Site team meetings 1 hour every two weeks.

## **6. Professional Development.**

- a. Lead Agency – Management Only:
  - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
  - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

## **7. Curriculum and Activity Design.**

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

## **PART II: ENRICHMENT AGENCY**

- A. **Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

**B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

**1. Enrollment.**

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

**2. Five-Day Week and Enrichment Burst Program Attendance.**

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

**3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

#### **4. Non-School-Day Activities.**

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

#### **5. Trainings.**

- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
- i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
- i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:
- i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

- iii. Site team meetings 1 hour every two weeks.

## **6. Curriculum and Activity Design.**

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

### **PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT**

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

### **PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES**

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

#### **PART V: DISTRICT RESPONSIBILITIES**

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;



- K. Notwithstanding Lead Agency’s and Enrichment Agency’s obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

**PART VI: TANGIBLE WORK PRODUCTS**

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

**PART VIII: PERSONNEL**

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

**PART IX: SUBCONTRACTORS**

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

**PART X: AMENDMENTS**

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

## EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
  - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

**1. General Requirements for Service Provider’s Program Coaches.**

**a. Satisfaction of Program staff requirements.** Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

**2. General Requirements for Student Eligibility in Program Sports.**

**a. Medical clearance.** Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

**b. Adherence to recommendations.** Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

**d. Sign In and Sign Out Sheet.** Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

### **3. Concussions.**

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student may have sustained concussion.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion.**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.



iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

#### **4. Sudden Cardiac Arrest ("SCA").**

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

##### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

##### **b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event.**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness.**

Service Provider agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

**b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

## **6. Methicillin-Resistant Staph Aureus (MRSA).**

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches – preventative measures.** Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs.**

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District’s policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student’s parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**e. Applicability.** At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

**8. Event Emergency Guidelines.**

**a. Adoption of policy.** Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF**  
**EMERGENCY ASSISTANCE**

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen).**

**a. Obligation to Administer Epinephrine; Authorized Individuals.**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Service Provider Employees and Volunteers.**

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/lh/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student’s parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

## **2. Epinephrine Prescriptions.**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

## **3. Requirements for the Provision of Emergency Assistance.**

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

## **4. Copies of Documents.**

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

## **EXHIBIT B COMPENSATION**

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
  - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
  - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
  - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
  - E. Line items for:
    1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
    2. All supplies properly charged to the Services;
    3. All travel properly charged to the Services;
    4. All equipment properly charged to the Services;
    5. All materials properly charged to the Services;
    6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
  - F. Calculation of matching funds.



Not Project Related

Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

## **EXHIBIT C INSURANCE**

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

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

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. 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 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
  1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
  2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
  3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. 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: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

Not Project Related

Project #

**EXHIBIT D  
CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

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

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

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing



## Extracurricular Event or Activity Assumption of Risk Form

\_\_\_\_\_  
Student name (Please print)

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School/Local Educational Agency

\_\_\_\_\_  
Event or Activity Advisor (Staff)

### Voluntary Extracurricular Event or Activity

- school-related athletics
- school-related club activities
- school-related cultural activities
- school-related performing arts activities
- school-related social activities
- School-related community activities
- Other: \_\_\_\_\_

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- |  |                                     |
|--|-------------------------------------|
| 1. Sprains and strains                   | 7. Loss of eyesight                 |
| 2. Fractured bones                       | 8. Head injuries or concussion      |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness                     |
| 4. Unconsciousness                       | 10. Sudden cardiac arrest           |
| 5. Paralysis                             | 11. Death                           |
| 6. Disfigurement                         | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary telephone

\_\_\_\_\_  
Alternate telephone





## Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)

Fecha de nacimiento

Padre o tutor legal (Por favor imprima)

Dirección del estudiante

Escuela/Agencia Educativa Local

Asesor de eventos o actividades (personal)

### Evento o actividad extracurricular voluntaria

- Atletismo relacionado con la escuela
- Actividades del club relacionadas con la escuela
- Actividades culturales relacionadas con la escuela
- Actividades de artes escénicas relacionadas con la escuela
- Actividades sociales relacionadas con la escuela
- Actividades comunitarias relacionadas con la escuela
- Otro: \_\_\_\_\_

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

1. Esguinces y distensiones
2. Quebraduras
3. Laceraciones, abrasiones y avulsiones
4. Inconsciencia
5. Parálisis
6. Desfiguración
7. Pérdida de la vista
8. Lesiones en la cabeza o conmoción cerebral
9. Enfermedades causadas por el calor
10. Paro cardíaco repentino
11. Muerte
12. Exposición a enfermedades infecciosas

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

\_\_\_\_\_  
Firma (Estudiante)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma (Padre o Tutor Legal)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Teléfono principal

\_\_\_\_\_  
Teléfono alternativo

## Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

**Symptoms may include one or more of the following:**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Headaches</li> <li>• “Pressure in head”</li> <li>• Nausea or vomiting</li> <li>• Neck pain</li> <li>• Balance problems or dizziness</li> <li>• Blurred, double, or fuzzy vision</li> <li>• Sensitivity to light or noise</li> <li>• Feeling sluggish or slowed down</li> <li>• Feeling foggy or groggy</li> <li>• Drowsiness</li> <li>• Change in sleep patterns</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “Don’t feel right”</li> <li>• Fatigue or low energy</li> <li>• Sadness</li> <li>• Nervousness or anxiety</li> <li>• Irritability</li> <li>• More emotional</li> <li>• Confusion</li> <li>• Concentration or memory problems (forgetting game plays)</li> <li>• Repeating the same question/comment</li> </ul> |
|--|---|

**Signs observed by teammates, parents and coaches include:**

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

**What can happen if my child keeps on playing with a concussion or returns too soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child’s coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

**Return to Play (RTP)**

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see [cifstate.org](http://cifstate.org) for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

**Legal References:**

California Education Code section 49475,  
California Interscholastic Federation Bylaw 313

## Oxnard School District

### Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

#### Los siguientes son algunos de los síntomas de una concusión:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Dolor de cabeza</li> <li>• “Presión en la cabeza”</li> <li>• Náusea o vómito</li> <li>• Dolor de cuello</li> <li>• Problemas de equilibrio o mareos</li> <li>• Visión borrosa o visión doble</li> <li>• Sensibilidad a la luz o ruido</li> <li>• Decaído</li> <li>• Adormecido</li> <li>• Mareado</li> <li>• Cambios en los hábitos de dormir</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “No se siente bien”</li> <li>• Fatiga o energía baja</li> <li>• Tristeza</li> <li>• Nervios o ansiedad</li> <li>• Irritabilidad</li> <li>• Más sensible</li> <li>• Confundido</li> <li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li> <li>• Repetir la misma pregunta o comentario</li> </ul> |
|---|--|

#### Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

**Volver a Jugar**

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cdc.gov/ConcussionInYouthSports/) para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha

**FIELD TRIP OR EXCURSION AUTHORIZATION  
AND MEDICAL TREATMENT AUTHORIZATION**

In-state

(Minor)

Out-of-state

**Completion of this form is required for all field trips / excursions.**

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Date of Birth (for emergency purposes)

\_\_\_\_\_  
Student Address

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Class/ Program

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date(s) of Field Trip/Excursion

\_\_\_\_\_  
Location of Field Trip/Excursion

\_\_\_\_\_  
Transportation Provider

- I hereby give permission** for my child or ward (named above) to participate in this Field Trip or Excursion.
- Regarding special assistance/accommodations:** Is special assistance/accommodation necessary for your child or ward to participate in this Field Trip or Excursion?  
 No     Yes. Please explain \_\_\_\_\_
- Regarding administration of medication:** All medications must be prescribed, **including** over-the-counter medications. Is your child or ward required to take medication during the course of this Field Trip or Excursion?  
 No     Yes **Parent/Guardian must contact the school office** to obtain form SFA-5010, "Authorization for Any Medication Taken during School Hours," form SFA-5030, "Authorization For Medications Taken During School Hours, School Activities and Field Trips" or form SFA-5040, "Extended Field Trip or Excursion Medication Authorization" (which must be signed by parent/guardian and child or ward's physician).

**4. If you have health insurance, please list:**

_____ Health Insurance Company	_____ Policy Number	_____ Group Number
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**5. Please list additional emergency contacts, should the parent/guardian be unavailable:**

_____ Emergency Contact	_____ Telephone
_____ Emergency Contact	_____ Telephone

**6. Conduct:** I fully understand that all participants are to abide by and accept all rules and requirements governing conduct during the Field Trip or Excursion. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards will be sent home at their own or their parent/guardian's expense.

**7. Waiver of Claims for Liability:** I understand that California Education Code, Section 35330 provides:  
"All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."

In providing consent for my child or ward to attend and participate in this Field Trip or Excursion, I waive all claims against the district for injury, accident, illness, or death occurring during or by reason of this Field Trip or Excursion.

I understand that the District does not require my child or ward to participate in the Field Trip or Excursion and I make this request voluntarily because I desire my child or ward to participate in the Field Trip or Excursion. I also understand that, if I do not consent to my child or ward's participation, my child or ward will be involved in alternative supervised activities, for which my child or ward will receive full credit.

**8. In the event of illness or injury,** I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of my child or ward. It is understood that the resulting expenses will be the responsibility of the child or ward's parent(s)/guardian(s).

**9. I have carefully read this authorization and fully understand its contents and voluntarily consent to its terms and conditions.**

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager

**AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN  
Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO**

Dentro del Estado

(Menor de Edad)

Fuera Del Estado

**Es un requisito completen esta forma para todos los paseos educativos o excursiones.**

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones:** ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?  
 No     Si Explique por favor. \_\_\_\_\_
3. **Con respecto a la administración de medicamento:** Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?  
 No     Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:  
"Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.

8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

Blanco – Supervisor de Paseo Educativo/Excursión  
SFA 2010S, Rev. 6/17/2014

Amarillo – Escuela

Rosa – Padre/Madre/Gu





## OXNARD SCHOOL DISTRICT

# Parent/Student CIF Heat Illness Information Sheet

### Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

### What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

**PREVENTION:** There are several steps which can be taken to prevent heat illness from occurring:

**ADEQUATE HYDRATION:** The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

**GRADUAL ACCLIMATIZATION:** Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

**HEAT EXHAUSTION:** Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

<ul style="list-style-type: none"> <li>• Dizziness, lightheadedness, weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Profuse sweating</li> </ul>
<ul style="list-style-type: none"> <li>• Headache</li> </ul>	<ul style="list-style-type: none"> <li>• Cool, clammy skin</li> </ul>
<ul style="list-style-type: none"> <li>• Nausea</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Diarrhea, urge to defecate</li> </ul>	<ul style="list-style-type: none"> <li>• Decreased urine output</li> </ul>
<ul style="list-style-type: none"> <li>• Pallor, chills</li> </ul>	

**TREATMENT:** Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

**HEAT STROKE:** Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

**WARNING SYMPTOMS:**

**This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.**

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"> <li>• Dizziness</li> </ul>	<ul style="list-style-type: none"> <li>• Weakness</li> </ul>
<ul style="list-style-type: none"> <li>• Drowsiness, loss of consciousness</li> </ul>	<ul style="list-style-type: none"> <li>• Hot and wet or dry skin</li> </ul>
<ul style="list-style-type: none"> <li>• Seizures</li> </ul>	<ul style="list-style-type: none"> <li>• Rapid heartbeat, low blood pressure</li> </ul>
<ul style="list-style-type: none"> <li>• Staggering, disorientation</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)</li> </ul>	<ul style="list-style-type: none"> <li>• Vomiting, diarrhea</li> </ul>

**Final Thoughts for Parents and Guardians:**

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

_____	_____	_____
Student-Athlete Name - <i>Printed</i>	Student-Athlete - <i>Signature</i>	Date
_____	_____	_____
Parent Or Legal Guardian Name - <i>Printed</i>	Parent or Legal Guardian - <i>Signature</i>	Date



## Hoja de información CIF para padres/estudiantes referente a la insolación

### ¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1° de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

### ¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardíacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la pérdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

**PREVENCIÓN:** Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

**LA HIDRATACIÓN APROPIADA:** El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es oscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar reemplazando los líquidos antes y después de las sesiones de práctica.

**LA ACLIMATACIÓN GRADUAL:** La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

**EL AGOTAMIENTO DEBIDO AL CALOR:** Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

**TRATAMIENTO:** Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no es rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

**INFARTO DEBIDO AL CALOR:** Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

**SÍNTOMAS DE ALARMA:**

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

<b>Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:</b>	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

**Consejos finales para los padres y tutores legales:**

Cada vez que planea y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el futbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a un infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha



## OXNARD SCHOOL DISTRICT Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

### **Side effects may include one or more of the following:**

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

### **Risks are greater with the following:**

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

### **Unless specifically advised by your health care provider, medications to avoid include:**

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

**KNOW YOUR OPTIONS**

**Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:**

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

**IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:**

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration:  
[www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou)
- Visit [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Education Code section 49476

Adapted from the Center for Disease Control and Prevention and the American Hospital Association





## DISTRITO ESCOLAR DE OXNARD

### Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

#### **Los efectos secundarios pueden incluir uno o más de los siguientes:**

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

#### **Los riesgos son mayores con lo siguiente:**

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

#### **A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:**

- Benzodicepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

**SEPA CUÁLES SON SUS OPCIONES**

**Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riesgos y efectos secundarios. Las opciones podrían ser las siguientes:**

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

**SI LE RECETAN OPIOIDES PARA EL DOLOR:**

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
  - Establezcan juntos un plan para tratar el dolor.
  - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
  - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
  - Nunca venda ni comparta opioides recetados.
  - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: [www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou).
- Visite [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Nombre del Estudiante Deportista

\_\_\_\_\_  
Firma del Estudiante Deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del Padre o Tutor Legal

\_\_\_\_\_  
Firma del Padre o Tutor Legal

\_\_\_\_\_  
Fecha

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano



**OXNARD SCHOOL DISTRICT**  
**Parent/Student CIF Steroid Information Sheet and Acknowledgement**



“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

\_\_\_\_\_  
Student-Athlete Name - *Printed*

\_\_\_\_\_  
Student-Athlete - *Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Name - *Printed*

\_\_\_\_\_  
Parent or Legal Guardian - *Signature*

\_\_\_\_\_  
Date



## DISTRITO ESCOLAR DE OXNARD

### Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

“Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica”. (Estatuto CIF 503.I)

#### Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

#### Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha

Oxnard School District  
**Sudden Cardiac Arrest Information Sheet**

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- Fainting or seizure, especially during or right after exercise;
- Fainting repeatedly or with excitement or startle;
- Excessive shortness of breath during exercise;
- Racing or fluttering heart palpitations or irregular heartbeat;
- Repeated dizziness or lightheadedness;
- Chest pain or discomfort with exercise;
- Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- Known structural heart abnormality, repaired or unrepaired;
- Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- Family history of known heart abnormalities or sudden death before age 50;
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements.

**How Common is Sudden Cardiac Arrest in the United States?**

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

### **Who is at Risk for Sudden Cardiac Arrest?**

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will “just go away.” Additionally, some health history factors increase the risk of SCA.

### **What Should You do if your Student Athlete is Experiencing any of these Symptoms?**

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor’s feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### **Return to Play (RTP)**

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

### **Acknowledgment**

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student’s sports program

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Interscholastic Federation Bylaw 503

## Oxnard School District

### Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia del Paro Cardíaco Repentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- Colapso o convulsiones, especialmente justo después de ejercitarse;
- Colapso frecuente, o por emoción o susto;
- Falta excesiva de aliento durante el ejercicio;
- Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- Mareo o aturdimiento frecuente;
- Dolor o malestar en el pecho al ejercitarse;
- Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- La presencia de una anomalía estructural del corazón, reparada o no reparada;
- Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- Un historial clínico familiar de anomalías cardíacas conocidas o muerte repentina antes de los 50 años;
- Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- El consumo de enervantes tales como cocaína, inhalantes, drogas “recreativas,” bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

#### **¿Qué tan común es el PCR en los Estados Unidos?**

Por ser la principal causa de muerte en los EE. UU. cada año suceden más de 300,000 paros cardíacos lejos de los hospitales, de los que nueve de cada diez son mortales. Miles de jóvenes son víctimas de los paros cardíacos repentinos por ser la segunda causa de muerte en menores de 25 años y la principal razón por la que mueren los atletas adolescentes durante el ejercicio.

### **¿Quién corre el riesgo de sufrir un paro cardíaco repentino?**

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que “desaparecerán.” Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

### **¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?**

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

### **Volver a Jugar**

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

\_\_\_\_\_  
Nombre Del Atleta Adolescente

\_\_\_\_\_  
Firma Del Atleta Adolescente

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre Del Padre/ Tutor

\_\_\_\_\_  
Firma Del Padre/ Tutor

\_\_\_\_\_  
Fecha

Referencia legal:

Federación Interescolar de California Por Ley 503



# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

\_\_\_\_\_

\_\_\_\_\_

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.

Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
<b>HEART HEALTH QUESTIONS ABOUT YOU</b>	<b>Yes</b>	<b>No</b>	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
<b>HEART HEALTH QUESTIONS ABOUT YOUR FAMILY</b>	<b>Yes</b>	<b>No</b>	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
<b>BONE AND JOINT QUESTIONS</b>	<b>Yes</b>	<b>No</b>	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			<b>FEMALES ONLY</b>		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# ■ PREPARTICIPATION PHYSICAL EVALUATION

## THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	<b>Yes</b>	<b>No</b>
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

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Please indicate if you have ever had any of the following.

	Yes	No
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

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I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_



# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO



# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_  
 Nombre \_\_\_\_\_  
 Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

**Medicinas y Alergias:** Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias?  Sí  No Si tienes alergias, indica la alergia  
 Medicinas  Pólen  Comidas  Insectos específica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No	Preguntas Médicas	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón?			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: <input type="checkbox"/> Asma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infecciones <input type="checkbox"/> Otro: _____			27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
3. ¿Has pasado la noche en un hospital?			28. ¿Hay alguien en su familia que tiene asma?		
4. ¿Has tenido alguna cirugía?			29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
<b>Preguntas de la salud de tu corazón</b>	<b>Sí</b>	<b>No</b>	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?			32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: <input type="checkbox"/> Alta presión sanguínea <input type="checkbox"/> soplo cardíaco <input type="checkbox"/> Colesterol alto <input type="checkbox"/> Infección del corazón <input type="checkbox"/> Enfermedad de Kawasaki <input type="checkbox"/> Otro: _____			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
9. ¿Ha pedido un médico un examen médico de tu corazón?			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?			36. ¿Tiene antecedentes de trastornos convulsivos?		
11. ¿Has tenido un incautación inexplicable?			37. ¿Tiene dolores de cabeza con el ejercicio?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?			38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
<b>Preguntas de la salud de los corazones de tu familia</b>	<b>Sí</b>	<b>No</b>	39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrofica, síndrome de Marfan, la miocardiopatía aritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
15. ¿Tiene alguien en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?			42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
16. ¿Tiene alguien en tu familia desmayos inexplicables, incauciones inexplicables o casi ahogo?			43. ¿Ha tenido problemas con sus ojos o visión?		
<b>Preguntas de huesos y articulaciones</b>	<b>Sí</b>	<b>No</b>	44. ¿Ha tenido lesiones en los ojos?		
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?			45. ¿Usted usa anteojos o lentes de contacto?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?			46. ¿Usa gafas de protección, o anteojos de seguridad?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?			47. ¿Le preocupa su peso?		
20. ¿Alguna vez has tenido una fractura de estrés?			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)			49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?			50. ¿Alguna vez ha tenido un trastorno alimentario?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?			51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?			<b>Sólo mujeres</b>	<b>Sí</b>	<b>No</b>
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?			52. ¿Alguna vez ha tenido un periodo menstrual?		
			53. ¿Qué edad tenía cuando tuvo su primer periodo menstrual?		
			54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "si" aquí

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## EL ATLETA CON NECESIDADES ESPECIALES:

### FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico \_\_\_\_\_  
 Nombre \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_  
 Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

Explique respuestas "si" aquí

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	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bífida		
La alergia al látex		

Por favor, indique si alguna vez ha tenido alguna de las siguientes.

Explique respuestas "si" aquí

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Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.

<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO







## School Athletics Physical Contact Acknowledgement

\_\_\_\_\_  
Student name

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School

\_\_\_\_\_  
Sport/Activity

\_\_\_\_\_  
Coach/Instructor

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager



## Oxnard School District - 2024-2025

Contact: Lisa Nadasdy, Owner, Program Director  
310 844-6996 (office), 661 803-5135 (cell)  
[Lisa@parker-anderson.org](mailto:Lisa@parker-anderson.org)

**Goals and Objectives:** PAE will work in partnership with OSD in 2024-2025 school year to coordinate and supervise elementary and middle school students. The focus is on developing the academic, social, emotional, and physical needs and interests of students through hands on, engaging learning experiences. These activities will not replicate what is taught during the school day but will supplement classroom learning.

The well-being of the students is the upmost priority, and we empower the students to be creative and think outside the box. We specialize in inquiry based learning and critical thinking to facilitate the experience.

**Materials, Certifications and Staffing:** All materials, certifications and internal training included. Regional Supervisor, Armando Salinas, assigned to your district at no additional charge. Role: to provide support to Site Coordinators, PAE instructors, facilitate demos, trainings and communicate with all district contacts daily. Visit sites at least 3 times a week.

### Summer 2024 7/1-7/26 (no 7/4)- 19 days

#### Theme For Summer 2024 - Olympics!

**Science of Sports: The Power of Mindfulness and Movement!** Students will learn critical thinking, collaboration, creative problem solving and leadership through active play. We use sports as a real-life application to STEM based learning. Learn about probability, geometry, acceleration, energy, motion and much more! (10 instructors)

**Kids Cooking Academy: Bon Appetit!** (Cold Menu): Kids will tantalize their taste buds and have fun with French food! Students make their own Charcuterie Board, French Potato Salad, Salade Nicoise, Caviar, Homemade Butter, Fruit and Cheese Kabobs and more! Nut free. Vegetarian options. (10 instructors)

Parker Anderson Enrichment will teach enrichment classes on 19, non- school days, from 7/1-7/26/25. PAE will provide 2 instructors per site for 9 hours daily to provide enrichment activities (4-5 rotations each instructor) and additional support at the rate of \$135 per hour at 10 sites.

**Compensation: \$461,700**

12 Chaperones for field trips on 3 Fridays in July 2024 for 8 hours each day @ \$40 an hour.

**Compensation: \$11,520**

### Additional Support Instructors

PAE provides up to 1-2 staff members for 4.5 hours at each school site for 180 days.

PAE Staff responsibilities: homework help, attend site meetings, snack supervision, light enrichment activities, dismissal and SEL support. Light enrichment activities include, but not limited to: brain games, snap circuits, physical science experiments, board games, and simple art projects.

**Compensation: \$100 per hour. \$81,000 per instructor, per site. Up to 25 staff members. \$2,025,000**



## **Enrichment Bursts**

3 separate enrichment sessions for all unduplicated students at 20 schools teaching 2, 60-minute STEAM enrichment classes immediately after dismissal, back-to-back. All supplies included. Additional homework help, snack supervision, dismissal and clean up included. Instructor shift: 3.5-4 hours. \$150 per hour. See attached "menu" of enrichment classes.

**Fall 2024 9/9-11/15 (10 weeks)** 4 days a week @ 20 schools= \$480,000

**Winter 2025 1/27-3/28 (9 weeks)** 4 days a week @ 20 schools= \$432,000

**Spring 2025 5/3-6/13 (6 weeks)** 4 days a week @ 20 schools= \$288,000

**Total: \$1,200,000**

## **Spring Camp 2025 4/7- 4/18/2025 (10 days)**

Parker Anderson Enrichment will teach enrichment classes on 10, non-school days, from 4/7-4/18/25. PAE will provide 2 instructors per site for 9 hours daily to provide enrichment activities (4-5 rotations each instructor) and additional support at the rate of \$135 per hour at 7 sites.

**Compensation: 14 instructors: \$170,100**

## **Specialty Enrichment Bursts (Sewing, Marine Biology, Mock Trial, Pre-Med Academy, American Sign Language)**

Three separate 6-10-week specialty enrichment sessions at 10 schools teaching 75-90-minute classes at each school 1 day a week @ \$150 per hour. Additional instructor support at each school site to continue for 1 hour after each class ends. 3.5-hour shifts.

**1 Day a Week @ Each Site**

**Fall 2024 9/9-11/15 (10 weeks)- \$52,500**

**Winter 2025 1/27-3/28 (9 weeks)- \$47,250**

**Spring 2025 5/3-6/13 (6 weeks)- \$31,500**

**Total: \$131,250**

## **Miscellaneous Support for:**

Parent Orientation, minimum days, additional coverage to support. Up to 300 hours @ \$100 an hour, per instructor. **Compensation: \$30,000**

## **All Staff Trainings**

8/24, 10/14, 11/1, 1/3/25, 3/3/25, 4/21/25 5 Hours, 20-40 instructors- no additional charge

Burst Demos – No additional charge.

OSD Creates - No additional charge.

Lights On After School – No additional charge.

Rockin' 2 Sports – No additional charge.

Fun Fest - No additional charge.

April 2025 Chess Tournament - No additional charge.

**Total: \$4,029,570**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-56 – Dance Masters Performing Arts Inc. (Fox/Shea)**

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Dance Masters Performing Arts Inc. will provide performing arts enrichment instruction 5 days a week to students in the after-school programs at all 20 schools in the Oxnard School District throughout the 2024-2025 school year, including intersessions and summer programs.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$2,450,000.00 - Expanded Learning Opportunities Program Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-56 with Dance Masters Performing Arts Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-56, Dance Masters Performing Arts Inc. \(83 Pages\)](#)  
[Proposal \(16 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**AGREEMENT #**

**AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES**

*THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES* (this “Agreement”) is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district (“District”) and the below-referenced service provider (“Service Provider”). In this Agreement, District and Service Provider are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Effective Date: \_\_\_\_\_  
Service Provider: \_\_\_\_\_  
Address: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Representative’s Email: \_\_\_\_\_  
Type of Service: \_\_\_\_\_ Lead Agency  
                                  \_\_\_\_\_ Enrichment Agency

**RECITALS**

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District’s after-school program, the “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District’s after school program, an “Enrichment Agency” is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities (“ELOP”) Program, After School Education and Safety (“ASES”) Program, and/or the 21<sup>st</sup> Century Community Learning Centers (“21<sup>st</sup> CCLC”) Program for academic school year \_\_\_\_\_ commencing \_\_\_\_\_ and ending \_\_\_\_\_ (collectively, the “Grant”). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that 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 here 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. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the “Contract.”

**2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from \_\_\_\_\_ to and including \_\_\_\_\_ (the “Term”). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

**3. Performance of the Services; Time for Performance.** Service Provider shall provide the services set forth in Service Provider’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Service Provider may also agree to provide additional services, at District’s request and only with District’s prior written authorization (the “Additional Services”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

**4. Compensation and Method of Payment.**

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by \_\_\_\_\_, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

**5. Quarterly Review and Adjustment of Scope of Work.** District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

**6. Termination.** This Agreement may be terminated as follows.

a. **Mutual Agreement.** The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause.** Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds.** District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause.** District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement.** Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures.** If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

**8. Service Provider's Representations and Warranties.** In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.



e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

**9. Ownership of Documents; Use of Documents by District.** All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

**10. Service Provider's Books and Records.**

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

- i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;
- ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);
- iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;
- iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July provide copies of all Records for ). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records 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 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 Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

**11. Independent Contractor.** Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**12. Penal Code sections 667.5 and 1192.7.** If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

**13. Standards of Performance.** Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

**14. Confidential Information, Generally.** All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

**15. Student Privacy Laws.**

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data (“Confidential Student Data”) that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (“HIPAA”); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“FERPA”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“PPRA”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“COPPA”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“SOPIPA”); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.*) (“ELPIPA”) (collectively, the “Student Privacy Laws”). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider’s officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District’s request; and (d) not storing District data outside of the United States.

**16. Conflict of Interest; Disclosure of Interest.** Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider’s performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board’s Bylaws Sections 9270 and 9270-E (available on the District’s website at <https://www.oxnardsd.org/domain/12>) and that it does not qualify as a “designated employee.”

\_\_\_\_\_ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a “designated employee” and should be filing financial interest disclosures but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

**17. Compliance with Applicable Laws.** Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

\_\_\_\_\_ (Initials)

**18. Undocumented Workers.** Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider 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, Service Provider 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.

**19. Non-Discrimination.** Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**20. Assignment.** The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**21. Subcontracting.** Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

**22. Continuity of Personnel.** Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) 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; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

**23. Assumption of Responsibility.** In accordance with Service Provider’s obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

**24. Service Provider’s Indemnification of District.**

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, “Indemnifying Party”), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, “Indemnified Party”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a “Claim” and collectively the “Claims”): (i) Indemnifying Party’s breach of any representation or warranty in the Contract; (ii) Indemnifying Party’s breach of any material provision of the Contract; (iii) Indemnifying Party’s violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party’s employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party’s provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party’s provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party’s provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party’s provision of the Services, (viii) Service Provider’s furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party’s intellectual property rights. For avoidance of doubt, Service Provider’s liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party’s indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party’s obligations under this paragraph 24 shall not be limited by Service Provider’s insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

*On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.*

\_\_\_\_\_ (Initials)

## **25. District's Indemnification of Lead Agency.**

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including



attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

**26. Enrichment Agency's Indemnification of Lead Agency.** To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

**27. Limitation of Liability.** District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

**28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

**29. Insurance.** Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

**30. 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  
1501 South A Street  
Oxnard, CA 93030 Attention:  
Dr. Ginger Shea Phone:  
805-385-1501 ext. 2324 Email:  
gshea@oxnardsd.org

**To Service Provider:** [NAME]  
[STREET ADDRESS]  
[CITY, STATE, ZIP]  
Attention: [NAME]  
Phone: [PHONE]  
Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

**31. Excusable Delays.** Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**32. Authority to Execute.** The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

**33. Administration.** The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

**34. Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**35. Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

**36. Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**37. Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

**38. Governing Law; Jurisdiction.** The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

**39. Dispute Resolution.** It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

**40. Severability.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

**“District”**

Oxnard School District,  
a California public school district

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing

**“Service Provider”**

\_\_\_\_\_  
\_\_\_\_\_

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

**EXHIBIT A-0**  
**SCOPE OF SERVICES**

**PART I: LEAD AGENCY**

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
    - a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
    - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
    - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.
  
  - 2. Five-Day Week and Enrichment Burst Program Attendance.**
    - a. For daily five-day week program, elementary students should participate every day the program operates.
    - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
    - c. For enrichment bursts, students should participate according to the schedule for the activity.
    - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
    - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

**3. Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
  - i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
  - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
  - i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
  - iii. Site team meetings 1 hour every two weeks.

## **6. Professional Development.**

- a. Lead Agency – Management Only:
  - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
  - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

## **7. Curriculum and Activity Design.**

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.



- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

## **PART II: ENRICHMENT AGENCY**

- A. **Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

**B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

**1. Enrollment.**

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

**2. Five-Day Week and Enrichment Burst Program Attendance.**

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

**3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
- i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded earning
  - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
- i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:
- i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

- iii. Site team meetings 1 hour every two weeks.

## **6. Curriculum and Activity Design.**

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

### **PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT**

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

### **PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES**

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

#### **PART V: DISTRICT RESPONSIBILITIES**

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency’s and Enrichment Agency’s obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

**PART VI: TANGIBLE WORK PRODUCTS**

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

**PART VIII: PERSONNEL**

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

**PART IX: SUBCONTRACTORS**

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

**PART X: AMENDMENTS**

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.



## EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
  - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

**1. General Requirements for Service Provider’s Program Coaches.**

**a. Satisfaction of Program staff requirements.** Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

**2. General Requirements for Student Eligibility in Program Sports.**

**a. Medical clearance.** Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

**b. Adherence to recommendations.** Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Service Provider acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

**d. Sign In and Sign Out Sheet.** Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student’s name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”

### **3. Concussions.**

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider’s coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course “Concussions in Sports” (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider’s coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student may have sustained concussion.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion.**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

#### **4. Sudden Cardiac Arrest ("SCA").**

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

##### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

##### **b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event.**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness.**

Service Provider agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

**b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:



- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

## **6. Methicillin-Resistant Staph Aureus (MRSA).**

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches – preventative measures.** Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs.**

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District’s policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student’s parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**e. Applicability.** At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

## **8. Event Emergency Guidelines.**

**a. Adoption of policy.** Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF**  
**EMERGENCY ASSISTANCE**

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen).**

**a. Obligation to Administer Epinephrine; Authorized Individuals.**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Service Provider Employees and Volunteers.**

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/lh/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student’s parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

## **2. Epinephrine Prescriptions.**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

## **3. Requirements for the Provision of Emergency Assistance.**

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

## **4. Copies of Documents.**

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

## **EXHIBIT B COMPENSATION**

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
  - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
  - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
  - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
  - E. Line items for:
    1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
    2. All supplies properly charged to the Services;
    3. All travel properly charged to the Services;
    4. All equipment properly charged to the Services;
    5. All materials properly charged to the Services;
    6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
  - F. Calculation of matching funds.

Not Project Related

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- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

## **EXHIBIT C INSURANCE**

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

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

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. 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 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.



6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
  1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
  2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
  3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. 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: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

Not Project Related

Project #

**EXHIBIT D  
CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

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

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

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing



## Extracurricular Event or Activity Assumption of Risk Form

\_\_\_\_\_  
Student name (Please print)

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School/Local Educational Agency

\_\_\_\_\_  
Event or Activity Advisor (Staff)

### Voluntary Extracurricular Event or Activity

- school-related athletics
- school-related club activities
- school-related cultural activities
- school-related performing arts activities
- school-related social activities
- School-related community activities
- Other: \_\_\_\_\_

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- |  |                                     |
|--|-------------------------------------|
| 1. Sprains and strains                   | 7. Loss of eyesight                 |
| 2. Fractured bones                       | 8. Head injuries or concussion      |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness                     |
| 4. Unconsciousness                       | 10. Sudden cardiac arrest           |
| 5. Paralysis                             | 11. Death                           |
| 6. Disfigurement                         | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary telephone

\_\_\_\_\_  
Alternate telephone



## Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)

Fecha de nacimiento

Padre o tutor legal (Por favor imprima)

Dirección del estudiante

Escuela/Agencia Educativa Local

Asesor de eventos o actividades (personal)

### Evento o actividad extracurricular voluntaria

- Atletismo relacionado con la escuela
- Actividades del club relacionadas con la escuela
- Actividades culturales relacionadas con la escuela
- Actividades de artes escénicas relacionadas con la escuela
- Actividades sociales relacionadas con la escuela
- Actividades comunitarias relacionadas con la escuela
- Otro: \_\_\_\_\_

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

- |  |   |
|--|---|
| 1. Esguinces y distensiones              | 7. Pérdida de la vista                        |
| 2. Quebraduras                           | 8. Lesiones en la cabeza o conmoción cerebral |
| 3. Laceraciones, abrasiones y avulsiones | 9. Enfermedades causadas por el calor         |
| 4. Inconsciencia                         | 10. Paro cardíaco repentino                   |
| 5. Parálisis                             | 11. Muerte                                    |
| 6. Desfiguración                         | 12. Exposición a enfermedades infecciosas     |

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

\_\_\_\_\_  
Firma (Estudiante)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma (Padre o Tutor Legal)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Teléfono principal

\_\_\_\_\_  
Teléfono alternativo



## Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

**Symptoms may include one or more of the following:**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Headaches</li> <li>• “Pressure in head”</li> <li>• Nausea or vomiting</li> <li>• Neck pain</li> <li>• Balance problems or dizziness</li> <li>• Blurred, double, or fuzzy vision</li> <li>• Sensitivity to light or noise</li> <li>• Feeling sluggish or slowed down</li> <li>• Feeling foggy or groggy</li> <li>• Drowsiness</li> <li>• Change in sleep patterns</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “Don’t feel right”</li> <li>• Fatigue or low energy</li> <li>• Sadness</li> <li>• Nervousness or anxiety</li> <li>• Irritability</li> <li>• More emotional</li> <li>• Confusion</li> <li>• Concentration or memory problems (forgetting game plays)</li> <li>• Repeating the same question/comment</li> </ul> |
|--|---|

**Signs observed by teammates, parents and coaches include:**

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

**What can happen if my child keeps on playing with a concussion or returns to soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child’s coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

**Return to Play (RTP)**

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see [cifstate.org](http://cifstate.org) for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

**Legal References:**

California Education Code section 49475,  
California Interscholastic Federation Bylaw 313

## Oxnard School District

### Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

#### Los siguientes son algunos de los síntomas de una concusión:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Dolor de cabeza</li> <li>• “Presión en la cabeza”</li> <li>• Náusea o vómito</li> <li>• Dolor de cuello</li> <li>• Problemas de equilibrio o mareos</li> <li>• Visión borrosa o visión doble</li> <li>• Sensibilidad a la luz o ruido</li> <li>• Decaído</li> <li>• Adormecido</li> <li>• Mareado</li> <li>• Cambios en los hábitos de dormir</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “No se siente bien”</li> <li>• Fatiga o energía baja</li> <li>• Tristeza</li> <li>• Nervios o ansiedad</li> <li>• Irritabilidad</li> <li>• Más sensible</li> <li>• Confundido</li> <li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li> <li>• Repetir la misma pregunta o comentario</li> </ul> |
|---|--|

#### Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

**Volver a Jugar**

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cifstate.org) para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha



**AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN  
Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO**

Dentro del Estado

(Menor de Edad)

Fuera Del Estado

**Es un requisito completen esta forma para todos los paseos educativos o excursiones.**

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones:** ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?  
 No     Si Explique por favor. \_\_\_\_\_
3. **Con respecto a la administración de medicamento:** Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?  
 No     Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:  
"Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.

8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

Blanco – Supervisor de Paseo Educativo/Excursión  
SFA 2010S, Rev. 6/17/2014

Amarillo – Escuela

Rosa – Padre/Madre/Gu **927**



## OXNARD SCHOOL DISTRICT

# Parent/Student CIF Heat Illness Information Sheet

### Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

### What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

**PREVENTION:** There are several steps which can be taken to prevent heat illness from occurring:

**ADEQUATE HYDRATION:** The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

**GRADUAL ACCLIMATIZATION:** Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

**HEAT EXHAUSTION:** Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

<ul style="list-style-type: none"> <li>• Dizziness, lightheadedness, weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Profuse sweating</li> </ul>
<ul style="list-style-type: none"> <li>• Headache</li> </ul>	<ul style="list-style-type: none"> <li>• Cool, clammy skin</li> </ul>
<ul style="list-style-type: none"> <li>• Nausea</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Diarrhea, urge to defecate</li> </ul>	<ul style="list-style-type: none"> <li>• Decreased urine output</li> </ul>
<ul style="list-style-type: none"> <li>• Pallor, chills</li> </ul>	

**TREATMENT:** Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

**HEAT STROKE:** Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

**WARNING SYMPTOMS:**

**This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.**

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"> <li>• Dizziness</li> </ul>	<ul style="list-style-type: none"> <li>• Weakness</li> </ul>
<ul style="list-style-type: none"> <li>• Drowsiness, loss of consciousness</li> </ul>	<ul style="list-style-type: none"> <li>• Hot and wet or dry skin</li> </ul>
<ul style="list-style-type: none"> <li>• Seizures</li> </ul>	<ul style="list-style-type: none"> <li>• Rapid heartbeat, low blood pressure</li> </ul>
<ul style="list-style-type: none"> <li>• Staggering, disorientation</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)</li> </ul>	<ul style="list-style-type: none"> <li>• Vomiting, diarrhea</li> </ul>

**Final Thoughts for Parents and Guardians:**

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

_____	_____	_____
Student-Athlete Name - <i>Printed</i>	Student-Athlete - <i>Signature</i>	Date
_____	_____	_____
Parent Or Legal Guardian Name - <i>Printed</i>	Parent or Legal Guardian - <i>Signature</i>	Date





## Hoja de información CIF para padres/estudiantes referente a la insolación

### ¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1° de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

### ¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardíacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la pérdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

**PREVENCIÓN:** Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

**LA HIDRATACIÓN APROPIADA:** El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es oscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar reemplazando los líquidos antes y después de las sesiones de práctica.

**LA ACLIMATACIÓN GRADUAL:** La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

**EL AGOTAMIENTO DEBIDO AL CALOR:** Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

**TRATAMIENTO:** Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no es rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

**INFARTO DEBIDO AL CALOR:** Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

**SÍNTOMAS DE ALARMA:**

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

<b>Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:</b>	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

**Consejos finales para los padres y tutores legales:**

Cada vez que planea y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el fútbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a un infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha



## OXNARD SCHOOL DISTRICT Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

### **Side effects may include one or more of the following:**

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

### **Risks are greater with the following:**

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

### **Unless specifically advised by your health care provider, medications to avoid include:**

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

**KNOW YOUR OPTIONS**

**Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:**

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

**IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:**

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration:  
[www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou)
- Visit [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Student-athlete Name Printed

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Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Education Code section 49476



## DISTRITO ESCOLAR DE OXNARD

### Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

#### **Los efectos secundarios pueden incluir uno o más de los siguientes:**

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

#### **Los riesgos son mayores con lo siguiente:**

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

#### **A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:**

- Benzodicepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.



**SEPA CUÁLES SON SUS OPCIONES**

**Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riesgos y efectos secundarios. Las opciones podrían ser las siguientes:**

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

**SI LE RECETAN OPIOIDES PARA EL DOLOR:**

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
  - Establezcan juntos un plan para tratar el dolor.
  - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
  - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
  - Nunca venda ni comparta opioides recetados.
  - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: [www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou).
- Visite [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Nombre del Estudiante Deportista

\_\_\_\_\_  
Firma del Estudiante Deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del Padre o Tutor Legal

\_\_\_\_\_  
Firma del Padre o Tutor Legal

\_\_\_\_\_  
Fecha

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

**OXNARD SCHOOL DISTRICT**  
**Parent/Student CIF Steroid Information Sheet and Acknowledgement**



“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

\_\_\_\_\_  
Student-Athlete Name - *Printed*

\_\_\_\_\_  
Student-Athlete - *Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Name - *Printed*

\_\_\_\_\_  
Parent or Legal Guardian - *Signature*

\_\_\_\_\_  
Date



## DISTRITO ESCOLAR DE OXNARD

### Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

“Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica”. (Estatuto CIF 503.I)

#### Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

#### Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha



Oxnard School District  
**Sudden Cardiac Arrest Information Sheet**

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- Fainting or seizure, especially during or right after exercise;
- Fainting repeatedly or with excitement or startle;
- Excessive shortness of breath during exercise;
- Racing or fluttering heart palpitations or irregular heartbeat;
- Repeated dizziness or lightheadedness;
- Chest pain or discomfort with exercise;
- Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- Known structural heart abnormality, repaired or unrepaired;
- Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- Family history of known heart abnormalities or sudden death before age 50;
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements.

**How Common is Sudden Cardiac Arrest in the United States?**

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

### **Who is at Risk for Sudden Cardiac Arrest?**

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will “just go away.” Additionally, some health history factors increase the risk of SCA.

### **What Should You do if your Student Athlete is Experiencing any of these Symptoms?**

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor’s feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### **Return to Play (RTP)**

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

### **Acknowledgment**

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student’s sports program

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Interscholastic Federation Bylaw 503

## Oxnard School District

### Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia del Paro Cardíaco Repentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- Colapso o convulsiones, especialmente justo después de ejercitarse;
- Colapso frecuente, o por emoción o susto;
- Falta excesiva de aliento durante el ejercicio;
- Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- Mareo o aturdimiento frecuente;
- Dolor o malestar en el pecho al ejercitarse;
- Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- La presencia de una anomalía estructural del corazón, reparada o no reparada;
- Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- Un historial clínico familiar de anomalías cardíacas conocidas o muerte repentina antes de los 50 años;
- Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- El consumo de enervantes tales como cocaína, inhalantes, drogas “recreativas,” bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

#### **¿Qué tan común es el PCR en los Estados Unidos?**

Por ser la principal causa de muerte en los EE. UU. cada año suceden más de 300,000 paros cardíacos lejos de los hospitales, de los que nueve de cada diez son mortales. Miles de jóvenes son víctimas de los paros cardíacos repentinos por ser la segunda causa de muerte en menores de 25 años y la principal razón por la que mueren los atletas adolescentes durante el ejercicio.

**¿Quién corre el riesgo de sufrir un paro cardíaco repentino?**

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que “desaparecerán.” Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

**¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?**

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

**Volver a Jugar**

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

\_\_\_\_\_  
Nombre Del Atleta Adolescente

\_\_\_\_\_  
Firma Del Atleta Adolescente

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre Del Padre/ Tutor

\_\_\_\_\_  
Firma Del Padre/ Tutor

\_\_\_\_\_  
Fecha

Referencia legal:  
Federación Interescolar de California Por Ley 503

# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

\_\_\_\_\_

\_\_\_\_\_

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.  
 Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
<b>HEART HEALTH QUESTIONS ABOUT YOU</b>	<b>Yes</b>	<b>No</b>	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
<b>HEART HEALTH QUESTIONS ABOUT YOUR FAMILY</b>	<b>Yes</b>	<b>No</b>	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
<b>BONE AND JOINT QUESTIONS</b>	<b>Yes</b>	<b>No</b>	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			<b>FEMALES ONLY</b>		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# ■ PREPARTICIPATION PHYSICAL EVALUATION

## THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	<b>Yes</b>	<b>No</b>
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

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Please indicate if you have ever had any of the following.

	Yes	No
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

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I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO







# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_

Nombre \_\_\_\_\_

Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

**Medicinas y Alergias:** Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias?  Sí  No Si tienes alergias, indica la alergia  
 Medicinas  Pólen  Comidas  Insectos específica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No	Preguntas Médicas	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón?			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: <input type="checkbox"/> Asma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infecciones <input type="checkbox"/> Otro: _____			27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
3. ¿Has pasado la noche en un hospital?			28. ¿Hay alguien en su familia que tiene asma?		
4. ¿Has tenido alguna cirugía?			29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
<b>Preguntas de la salud de tu corazón</b>	<b>Sí</b>	<b>No</b>	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?			32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: <input type="checkbox"/> Alta presión sanguínea <input type="checkbox"/> soplo cardíaco <input type="checkbox"/> Colesterol alto <input type="checkbox"/> Infección del corazón <input type="checkbox"/> Enfermedad de Kawasaki <input type="checkbox"/> Otro: _____			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
9. ¿Ha pedido un médico un examen médico de tu corazón?			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?			36. ¿Tiene antecedentes de trastornos convulsivos?		
11. ¿Has tenido un incautación inexplicable?			37. ¿Tiene dolores de cabeza con el ejercicio?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?			38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
<b>Preguntas de la salud de los corazones de tu familia</b>	<b>Sí</b>	<b>No</b>	39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrofica, síndrome de Marfan, la miocardiopatía aritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
15. ¿Tiene alguien en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?			42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
16. ¿Tiene alguien en tu familia desmayos inexplicables, incauciones inexplicables o casi ahogo?			43. ¿Ha tenido problemas con sus ojos o visión?		
<b>Preguntas de huesos y articulaciones</b>	<b>Sí</b>	<b>No</b>	44. ¿Ha tenido lesiones en los ojos?		
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?			45. ¿Usted usa anteojos o lentes de contacto?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?			46. ¿Usa gafas de protección, o anteojos de seguridad?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?			47. ¿Le preocupa su peso?		
20. ¿Alguna vez has tenido una fractura de estrés?			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)			49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?			50. ¿Alguna vez ha tenido un trastorno alimentario?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?			51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?			<b>Sólo mujeres</b>	<b>Sí</b>	<b>No</b>
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?			52. ¿Alguna vez ha tenido un periodo menstrual?		
			53. ¿Qué edad tenía cuando tuvo su primer periodo menstrual?		
			54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "si" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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**PREPARTICIPACIÓN EVALUACIÓN FÍSICA**  
**EL ATLETA CON NECESIDADES ESPECIALES:**  
**FORMULARIO DE HISTORIA SUPLEMENTARIO**

Fecha de Examen Médico \_\_\_\_\_  
 Nombre \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_  
 Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

**Explique respuestas "si" aquí**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bífida		
La alergia al látex		

**Por favor, indique si alguna vez ha tenido alguna de las siguientes.**

**Explique respuestas "si" aquí**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Al Mejor de mis conocimientos, mis respuestas son completas y correctas.**

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.

<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO





## School Athletics Physical Contact Acknowledgement

\_\_\_\_\_  
Student name

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School

\_\_\_\_\_  
Sport/Activity

\_\_\_\_\_  
Coach/Instructor

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager

# **Final Proposal Oxnard School District**

**School Year: 2024-2025**



**Dance Masters  
Performing Arts**

*“Builders of a Better World”*

The purpose of this document is to clearly define services offered by Dance Masters Performing Arts (Consultant) for enrichment classes to the students attending school within the Oxnard School District (OSD) during the 2024-2025 school year.

We believe that every member of our team must work together to ensure that our students will be successful as we emphasize the use of social and emotional learning. Our company culture focuses on perpetuating positive mindsets both on and off the school sites. It is our mission to provide a safe and celebratory atmosphere for kids to learn all type of visual and performing arts. Together, we are builders of a better world.

Dance Masters' After School Program is a very special and unique learning community. Our accomplished instructors have a united focus in providing challenging and meaningful standards-based instruction to our school-aged students. We view every child as an individual with unique qualities and needs. These individual differences are valued and nurtured through thoughtful and progressive teaching. We look forward to continuing to build a strong partnership with OSD to best meet every one of our student's needs. And, since we want to continue to be the best possible provider we can be, we encourage you to share with us your thoughts and suggestions as we teach so we can further enhance this wonderful enrichment program together.

### Course Offerings

The courses offered at each school will be mutually determined between OSD and the Consultant. Consultant intends to work in collaboration for input from OSD to establish course selection and schedule. Based on this input, the OSD and Consultant will meet prior to June 15th, 2024 to collaboratively solidify course offerings and schedules so that the Consultant can adequately prepare in order to meet the obligations of this contract.

- **Acting/Improv Comedy (Grade 1-8)** - Students will learn various acting techniques and formulas that can be applied to improvisation, commercial, and theatrical acting.
- **Magic 101 (Grades 3-8)** - Students will learn a variety of fun magic tricks that they can showcase to their friends and family.
- **Crafts (Grades 1-8)** - Students will be provided materials and instruction for a variety of age-appropriate craft activities to be displayed and then taken home.
- **Guitar (Grades 3-5 and 6-8)** - Students will learn to read music, count rhythms, and perform beginning level classical, folk, and popular songs. Students will be provided with their own guitar and practice book. This class requires the use of a document camera and screen/smartboard.
- **Latin Dance (Grades 1-3, 3-5 and 6-8)** - Students will be taught basics and performance routines in each of the following Latin dance styles: Ballet Folklorico, Salsa, Cha-Cha, Merengue, and Bachata. Performances will be given at the end of each semester and the end of summer school.
- **Movie Making (Grades 4-5 and 6-8)** - Students will work in production teams to create films/videos for showcase purposes. Students will also learn various acting techniques and formulas that can be applied to all aspects of the production. This class requires enrolled students to have iPads and parents' signatures on media release forms.
- **Musical Theatre (Grades 5-8)** - Kids will learn to sing, dance, act, as well as aspects of theater production to put on a short show.
- **Percussion** - Drums or body percussion. (Grades 2-8). Kids will learn rhythm and counting. They will be able to perform choreography and/or drum along to various songs.
- **Piano Class (Grades 1-3 and/or 3-5)** - Students will learn to read music, count rhythms, use basic keyboard skills and perform beginning classical, folk, and popular songs. This



class requires the school to have a piano lab. Students will be provided their own practice book.

- **Pre-Cotillion (Grades 1-3 or 4-6)** - Our Pre-Cotillion program emphasizes etiquette, manners and character education as well as dancing. The social and character education components of the program include rules of proper telephone courtesy, introductions, polite conversation, paying and receiving compliments, first impressions, dress code for all occasions, manners in the home and in public places, table manners, and many other areas of social behavior. Students will also learn the basics of waltz, foxtrot, and rumba.
- **Recorder (Grades 1-3 and/or 3-5)** - Students will learn to read music, count rhythms, and perform beginning level classical, folk, and popular songs. Students will be provided with their own recorder and practice book. This class requires the use of a document camera and screen/smartboard.
- **Sewing (Grades 3-5)** - Students will learn to sew two self-choice projects by hand. They will practice and apply the following basics of sewing/embroidery into their projects: whip stitch, catch stitch, basting stitch, running stitch, back stitch, overcast stitch, slip stitch, ladder stitch, blind hem stitch, French knot, chain stitch, satin stitch, detached chain stitch, etc.
- **Singing (Grades 1-8)** - Students will learn to use their voice, count rhythms, and perform beginning level classical, folk, and popular songs. This class requires the use of a document camera and screen/smartboard.
- Any other course offerings the OSD and Consultant may mutually agree upon.

**Staff Training and Administrative Support (included with all subject offerings):**

All Dance Masters (DM) staff will be Paraeducator Qualified as defined by the Oxnard School District.

DM Instructor training will be regularly provided ongoing throughout the year on subjects such as classroom management, positive discipline, course offering specific content, child abuse reporting practices, as well as any and all OSD policies, and OSD training requirements by a credentialed expert hired by Dance Masters.

DM Instructor training from a content expert for each subject the DM instructor teaches including the following topics along with adequate compliance assurances:

- Lesson plans modeled by a content expert and then DM Instructors practice with peers with feedback given to each DM instructor for improvement.
- Social/Emotional Student Supports (Goal Setting, Self-Regulation, Self-Monitoring of Progress, Perseverance, Focus/Attention)
- Strategies for supporting ELD students using sentence stems
- Strategies for supporting students with special needs, including appropriate accommodations for specific students.
- Etiquette/Social Graces for students
- Conflict Resolution Strategies to teach students methods for independently resolving conflicts with peers and for helping them appropriately vocalize their needs as well as pertaining to how the instructors respond to and manage students.
- Proper OSD approved disciplinary measures for students.
- Proper staff/instructor conduct expectations at all times when present at a school site as provided by OSD.
- Methods for developing critical thinking (transfer of knowledge, similarities/differences, question asking, student decision making, etc.)
- Weekly supervision and coaching of DM staff at the school sites by a DM manager and content expert with a personal debrief following each visit.
- Substitute teachers, as needed.
- Weekly DM staff meetings for quality assurance and effective communication.
- Any and all necessary additional organizing/correspondence between Dance Masters staff and site coordinators, school principals, children's parents/guardians or OSD to ensure the best possible success and achievement for this program.
- Creation of promotional flyers, parental communications, and registration materials, as needed. These documents will be approved by the ELOP office at the OSD level before distribution to families, each site coordinator, site principal, site office manager, and the ELOP Office at the OSD level.
- Dual translation of the above promotional/registration material.

Any communications needed to be sent to all OSD principals will be given to the ELOP office to be included in the Weekly Update for Principals.

### **Summer School Program**

DM will provide services for any of our list of master course offerings.

Course offerings suggested for summer are as follows:

**FRENCH** (Classes and hours assigned by OSD) this class is being offered to suit the Olympic theme for this year's summer program.

- Agreed upon hours of instruction
- Ongoing teacher training on curriculum and classroom management
- Supervision of staff at the sites by experts of each specific subject, DM management, payroll staff, HR, training facility, insurance, legal counsel, etc.
- Course preparations

**DANCE** (Classes and hours assigned by OSD) Instructional Staff Includes:

- Agreed upon hours of instruction
- Ongoing teacher training on curriculum and classroom management
- Supervision of staff at the sites by experts of each specific subject, DM management, payroll staff, HR, training facility, insurance, legal counsel, etc.
- Choreography/course preparations

Non-instructional Staff & Materials Include:

- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students

**MUSIC** (Classes and hours assigned by OSD) Instructional Staff Includes:

- Agreed upon hours of instruction.
- Ongoing teacher training on curriculum and classroom management

- Supervision of staff at the sites by experts of each specific subject, DM management, payroll staff, HR, training facility, insurance, legal counsel, etc.
- Choreography/course preparations

Non-instructional Staff & Materials Include:

- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students

**ESY DANCE** (Schedule assigned by OSD) Instructional Staff Includes:

- Agreed upon hours of instruction
- Staff Training and Administrative Supports (listed above)

Non-instructional Staff & Materials Include:

- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students

### Full Year Program Offerings

#### ACTING

Instructional Staff Includes:

- Instructor(s)
- Staff Training and Administrative Supports (listed above)
- Three (or more) performances and dress rehearsals at each school site, if desired.

Non-instructional Staff & Materials Include:

- Scripts
- Notebooks
- Writing utensils Poster sized Post-its

- Bag for teacher materials Name tags for students
- And any further material items as needed.

### **ANY STYLE OF DANCE**

Instructional Staff Includes:

- Instructor(s)
- Staff Training and Administrative Supports (listed above)
- At least 3 performances (2 at local school & 1 at OSD level)
- 2 Dress rehearsals at the performance sites
- Hiring of a professional Mariachi Band for one OSD Latin Dance performance - set for final performance.
- Choreography

**Non-instructional Staff & Materials Include:**

- Uniform distribution, collection & cleaning for 3 performances.
- Rental of Performing Arts Center for two performances.
- Music rights.
- Speakers/sound system for music during practice.
- Poster sized Post-it Notes for teachers.
- Writing utensils.
- Bag for teacher materials.
- Name Tags for students.

Please note: Student uniforms will be provided by OSD. If additional uniforms need to be purchased they will be invoiced separately unless DM chooses a special additional costume. Any additional special costumes will be purchased by the Consultant.

**MUSIC (RECORDERS, GUITAR, PIANO, PERCUSSION, DJ)**

**Instructional Staff Includes:**

- Instructor(s).
- Staff Training and Administrative Supports (listed above).
- Minimum of three performances and dress rehearsals at each school site, if desired.

**Non-instructional Staff & Materials Include:**

- Recorder/guitar or Piano books (These will be given to students to keep).
- Recorders/Guitars, Drums Class (These will be given to students to keep).
- Physical and virtual DJ equipment.
- Poster sized Post-it Notes for teachers.
- Writing utensils.
- Bag for teacher materials.
- Name tags for students.
- Other materials as needed.

**Please note:**

- Schools must provide a classroom with a camera and screen.
- Schools will provide a piano lab, if piano is selected.

**MOVIE-MAKING**

- Instructor(s).
- Staff Training and Administrative Support (listed above).

DM Proposal 2024-2025

- Weekly collaboration with school regarding episode content to match school goals and communication regarding links for distribution of episodes to school population.
- Editing and reviewing student-created content.

Non-instructional Staff & Materials Include:

- Upkeep and servicing of MacBook Pros
- Hotspot internet access for teachers
- Rights for music, images, etc
- Poster sized Post-it notes for teachers
- Writing utensils
- Name tags for students
- Any and all other materials as needed.

One-Time Materials:

- MacBook Pro
- Final Cut Pro editing software
- Green screen & lighting kit
- 2 microphones
- Computer bag
- Other materials as needed
- Please note: Student iPads must be provided by the OSD

**PRE-COTILLION - (Fancy Party Time)**

Instructional Staff Includes:

- Instructor(s)
- Staff Training and Administrative Supports (listed above)

Non-instructional Staff & Materials Include:

- Student supplies
- Poster Size Post-its
- Bag for teacher materials
- Name tags for students
- Dance Masters takes care of everything apart from the OSD will pay for transportation to the event.

**SEWING**

Instructional Staff Includes:

- Instructor(s)
- Staff Training and Administrative Supports (listed above)

Non-instructional Staff & Materials Include:

- Sewing kits (All materials needed for projects, ordered, organized, and bagged for each student)
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students
- Other materials as needed



## **CRAFTS**

### Instructional Staff Includes:

- Instructor(s)
- Staff Training and Administrative Supports (listed above)

### Non-instructional Staff & Materials Include:

- Crafts kits (All materials needed for projects, ordered, organized, and bagged for each student)
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students
- Other materials as needed

## **BODY PERCUSSION (Stomp)**

### Instructional Staff Includes:

- Instructor(s)
- Staff Training and Administrative Support (listed above)
- 3 performances (2 at local school & 1 OSD level)
- 2 Dress rehearsals at the performance sites
- Choreography

### Non-instructional Staff & Materials Include:

- Uniform distribution, collection & cleaning for 3 performances
- Rental of Performing Arts Center for two performances
- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers.
- Writing utensils
- Bag for teacher materials
- Name Tags for students
- Costumes for students.
- Anything else as needed

## **MAGIC 101**

Instructional Staff Includes:

- Instructor(s)
- Staff Training and Administrative Supports (listed above)
- Minimum of 3 performances (2 at local school & 1 OSD level)
- 2 Dress rehearsals at the performance sites
- Magic performable tricks

Non-instructional Staff & Materials Include:

- Uniform distribution, collection & cleaning for 3 performances
- Rental of Performing Arts Center for two performances
- Music rights
- Magic cards for students and instructor to practice
- Coins for magic performance
- Rubber bands for magic performance
- Crayons for student's magic performance
- Speakers for music during practice
- Poster sized Post-it Notes for teachers.
- Writing utensils
- Bag for teacher materials
- Name Tags for students
- Anything else as needed

**SINGING**

Instructional Staff Includes:

- Instructor(s)
- Staff Training and Administrative Supports (listed above)
- 3 performances (2 at local school & 1 OSD level)
- 2 Dress rehearsals at the performance sites
- Choreography

Non-instructional Staff & Materials Include:

- Uniform/Costume distribution, collection & cleaning for 3 performances
- Rental of Performing Arts Center for two performances
- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers.
- Writing utensils

- Bag for teacher materials
- Name Tags for students
- Anything else as needed

## **MUSICAL THEATRE**

### Instructional Staff Includes:

- Instructor(s).
- Staff Training and Administrative Supports (listed above)
- 3 performances (2 at local school & 1 OSD level)
- 2 Dress rehearsals at the performance sites
- Choreography

### Non-instructional Staff & Materials Include:

- Costumes for students
- Makeup and hair for students
- Uniform/Costume distribution, collection & cleaning for 3 performances
- Rental of Performing Arts Center for two performances
- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers.
- Writing utensils
- Bag for teacher materials
- Name Tags for students

### **Program Evaluation**

Consultant will give an anonymous survey to all participants and parents at the end of the program to determine areas for growth. The survey will be approved by the OSD ELOP office before distribution and the results will be shared with the OSD.

### **Schedule:**

For the school year after hours enrichment program - DM will provide 2 courses a day, 5 days a week, at 20 school sites. Specific schedule details will be mutually established by OSD and Consultant. Consultant agrees to be flexible on the number of hours instructors are assigned to school sites to serve the needs of the program.

For Summer School - DM will provide courses for up to 10 schools for as many hours needed.

DM is willing to provide additional staff (when able) to assist other vendors in times of need.

The total program cost to be paid by the OSD.

Total cost of the program entails:

- 20 schools for the school year
- ~~10 schools for summer~~
- Course offerings to 20 schools including Spring and Summer
- Minimum of 24 weeks/4-5 days per week/3-4 hours (or longer as needed) per day
- School choice of programs
- ~~Spring break program as needed-~~
- Flexible scheduling
- Adjustable course selections
- Willingness to accommodate program as other needs or demands present
- ~~All-inclusive cost with discount (previously \$2,704,671 for 2023-24)~~

If, in good faith, OSD advertises, promotes and registers students in a timely manner and enrollment is exceptionally low, the Consultant will be given an opportunity to provide a lunchtime recruiting session. After that session or series of sessions, if enrollment does not increase, the class may be canceled. If the class is canceled, the Consultant will provide an equivalent class in its place at a location determined by OSD.

If OSD determines that courses beyond this contract are desired for the 2024-25 school year, Consultant will accommodate this request with current contract standing.

Dance Masters has a substitute pool of staff that will cover in the event an instructor needs to be absent for any reason. If for some reason the Dance Masters substitute pool is not adequate to cover the needs for all the schools, Dance Masters will credit back to the OSD the current daily cost of an OSD-approved floating substitute for each occurrence.

If Dance Masters is unable to fully staff all schools for all or any part of the school year, Dance Masters will prorate the balance due for those schools to reflect the time covered using the following per school cost for a full program:

**Summer School Program: \$8,600 x 10 schools = \$86,000**

**Summer School Program: \$8,600 x 10 schools = \$86,000**

**School Year Program: \$118,200 x 20 schools = \$2,364,000**

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**2024-2025 School Year Total: \$2,450,000**

**2024-2025 School Year Total: \$2,450,000**

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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-57 – Positive Adventures, LLC (Fox/Shea)**

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Positive Adventures, LLC will provide a 5th Grade Team Building and Science Program, Day Camps and Overnight Retreats for students, and Leadership and Youth Development professional development training for staff to 17 school sites. Students will get experiences in leadership, team building, and adventure education focused on science and wellness.

Term of Agreement: July 1, 2024 through August 30, 2025

#### **FISCAL IMPACT:**

\$560,530.00 – Expanded Learning Opportunities Program (\$129,160.00) and Title I (\$431,370.00).

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-57 with Positive Adventures, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-57, Positive Adventures \(15 Pages\)](#)

[Exhibit A-5 \(2 Pages\)](#)

[Exhibit A-6 \(2 Pages\)](#)

[Exhibit A-7 \(2 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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



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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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>
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00



- 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
    - Most Other services - Outdoor Activities: CG 2026 07 04
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- 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:**

**ADDITIONAL COSTS OF EXPENSES:**

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2021

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: \_\_\_\_\_

**EXHIBIT A-5**

Spring 2025 Team Building and Science Program

Positive Adventures, LLC. ("Outfitter") will provide services in accordance with the Outdoor Education and Team Building Services Agreement (and Attachment 1 thereto) entered into by and between Oxnard Public School District ("Client") and ("Outfitter") as modified by these additional terms. This exhibit sets forth the additional terms for specific programs under the Agreement effective at third-party facilities and is effective on the last date of signature on this Exhibit (the "Program Plan Effective Date").

- A. **NAME.** Oxnard School District, Spring 2025, 5th Grade Team Building and Science Program. Provided for (17) individual school sites
- B. **LOCATION.** The location for the Program will be held at  
 Day 1: One (1) session of on-campus adventure team building and social-emotional learning skill development. 2.5 hours in length.  
 Day 2: One (1) full-day outdoor education trip at Camp Lawrence Daley at Mt. Craggs & Camp Gilmore focused on 5th-grade environmental science standards.  
 or an alternative location(s) mutually agreed by Outfitter and Client ("Location").
- C. **DATES.**  
**Cohorts:** The cohorts consisting of 5th grade classes, will participate in the program during the following dates and times:

**Spring 2025 Dates:** These dates can be amended by mutual agreement

Cohort	Max # Kids	On Campus	Start/End Times	Field Trip	Start/End Times	Schools Assigned
1		2/25/2025	TBD	2/26/2025	TBD	TBD(2 Schools Per Day)
2		2/27/2025	TBD	2/28/2025	TBD	TBD(2 Schools Per Day)
3		3/4/2025	TBD	3/5/2025	TBD	TBD(2 Schools Per Day)
4		3/6/2025	TBD	3/7/2025	TBD	TBD(2 Schools Per Day)
5		5/13/2025	TBD	5/14/2025	TBD	TBD(2 Schools Per Day)
6		5/15/2025	TBD	5/16/2025	TBD	TBD(2 Schools Per Day)
5		5/27/2025	TBD	5/28/2025	TBD	TBD(2 Schools Per Day)
6		5/29/2025	TBD	5/30/2025	TBD	TBD(2 Schools Per Day)

\*\*\*A third school may be added to any of the dates to reach 17 school sites.

\*\* Rain makeup Dates

		6/3/2025-6/6/2025	TBD		TBD	TBD(2 Schools Per Day)
--	--	-------------------	-----	--	-----	------------------------

- D. **RATES.**  
**On-Campus Adventure Leadership and Team Building Days:** Client shall pay \$105.00 per student. Client shall pay \$0.00 per chaperone for the Program. The minimum fee for this Program is \$9,450.00 (90 Students x price per student) + (8 chaperones x price per chaperone) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

Total Minimum On-Campus Adventure Leadership and Team Building Day Program Tuition; (17) schools: \$160,650

**Malibu Canyon Outdoor Environmental Science Day:** Client shall pay \$175.00 per student. Client shall pay \$30.00 per chaperone for the Program. The minimum fee for this Program is \$15,930.00 (90 Students x price per student) + (6 chaperones x price per chaperone) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the

conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

Total Minimum Malibu Canyon Outdoor Environmental Science Day ; (17) schools: \$270,810.00

**Minimum Program Tuition:** Based on 17 schools is \$431,370.00 Final invoices for additional students will be submitted for payment within 21 days of each program.

**E. PROGRAM DETAILS.**

- a. Meals and accommodations will not be provided
- b. Outfitter will provide staff for up to (16) trail groups per cohort but may provide less as needed
- c. Outfitter will provide Team-Building curriculum and Environment Science Lesson plans to meet 5th-grade science standards
- d. Outfitters will provide Guided Hiking and Facility to Host Science Field Day Trip

F. The above Dates and Locations will not be reserved until Outfitter receives the non-refundable deposit ("Deposit") and this executed Exhibit.

**G. PAYMENT SCHEDULE.**

Payment	Amount	Due Date
Non-Refundable Deposit	\$215,685.00	May 20th, 2024
Balance	\$215,685.00	January 1st, 2025
Rescheduling Weather Fee	Up to \$5000.00	
Total Program Fee	\$431,370.00	January 1st, 2025

**AGREED AND ACCEPTED**

**OXNARD PUBLIC SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**POSITIVE ADVENTURES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A-6**

Oxnard School District – Spring Break Day Camps – Spring 2025

Positive Adventures, LLC. (“Outfitter”) will provide services in accordance with the Outdoor Education and Team Building Services Agreement (and Attachment 1 thereto) entered into by and between **Oxnard Public School District** (“Client”) and (“Outfitter”)r as modified by these additional terms. This exhibit sets forth the additional terms for specific programs under the Agreement effective at third-party facilities and is effective on the last date of signature on this Exhibit (the “Program Plan Effective Date”).

A. **NAME:** Oxnard Public School District, Spring 2025, 7th and 8th Grade Day Camps

B. **LOCATIONS:**

**Adventure Day Camps @** Various Oxnard, CA locations:  
Tues, Wed, Thurs, and Friday 8:30 am-2:30 pm for up to 50 students  
Final Locations will be determined within 4 months of the program dates.

C. **DATES:** Dates may be modified and changed based on client schedule and needs

**Spring Break 2025 Dates: Adventure Day Camps:**

Session #1 April 7th-11th  
Session #2 April 14th -April 18th

D. **RATES:**

**Spring 2025 Day Camps:** Client shall pay \$615.00 per student. Client shall pay \$385.00 per chaperone for the Program. The minimum fee for this Program is \$32,290.00 (50 Students x price per student) + (5 chaperones x price per chaperone)) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

**Minimum Program Tuition:**Total Summer Day Camp Retreats (2): \$64,580.00

\*\*\*Additional students and weeks may be added to the contract for the per student and per week tuition by January 31st, 2025

E. **PROGRAM DETAILS.**

**Day Camps:**

- a. Meals and accommodations will not be provided
- b. Outfitter will provide staff for up to (6) trail groups per week, but may provide less as needed
- c. Outfitter will provide Guided Hiking, Kayaking, indoor climbing, and on-campus team-building.

F. The above Dates and Location Client will not be reserved until Outfitter receives the non-refundable deposit ("Deposit") and this executed Exhibit.

G. **PAYMENT SCHEDULE.**

Payment	Amount	Due Date
Non-Refundable Deposit	\$32,290.00	October 1st ,2024
Balance	\$32,290.00	January 1st, 2025
Total Program Fee	\$64,580.00	January 1st, 2025



**AGREED AND ACCEPTED**

**OXNARD PUBLIC SCHOOL DISTRICT**

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

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

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

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

**POSITIVE ADVENTURES, LLC**

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

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

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

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

**EXHIBIT A-7**  
 Oxnard School District –  
 Summer Programming 2025

Positive Adventures, LLC. (“Outfitter”) will provide services in accordance with the Outdoor Education and Team Building Services Agreement (and Attachment 1 thereto) entered into by and between **Oxnard Public School District** (“Client”) and (“Outfitter”) as modified by these additional terms. This exhibit sets forth the additional terms for specific programs under the Agreement effective at third-party facilities and is effective on the last date of signature on this Exhibit (the “Program Plan Effective Date”).

A. **NAME.** Oxnard Public School District, Summer Camps 2025

B. **LOCATIONS:**

**Day Camps:** @ Various Oxnard, CA locations:

Mon, Tues, Wed, Thurs 8:30 am-2:30 pm for up to 90 student

C. **DATES:** Dates may be modified and changed based on clients' schedule and needs  
 Camps will take place in June, July or August

D. **RATES.**

**Summer 2025 Day Camps:** Client shall pay \$615.00 per student. Client shall pay \$385.00 per chaperone for the Program. The minimum fee for this Program is \$32,290.00 (50 Students x price per student) + (4 chaperones x price per chaperone)) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

**Minimum Program Tuition:** Total Summer Day Camp Retreats (2): \$64,580.00

A. **PROGRAM DETAILS.**

**Day Camps:**

- a. Meals and accommodations will not be provided
- b. Outfitter will provide staff for up to (6) trail groups per week, but may provide less as needed
- c. Outfitter will provide Guided Hiking, Kayaking, indoor climbing, and on-campus team-building.

\*\*\*Additional students and weeks may be added to the contract for the per student and per week tuition by January 31st, 2025

E. The above Dates and Location Client will not be reserved until Outfitter receives the non-refundable deposit ("Deposit") and this executed Exhibit.

F. **PAYMENT SCHEDULE.**

Payment	Amount	Due Date
Non-Refundable Deposit	\$32,290.00	October 1st ,2024
Balance	\$32,290.00	April, 1st 2025
<b>Total Program Fee</b>	<b>\$64,580.00</b>	<b>January 1st, 2025</b>

**AGREED AND ACCEPTED**

**OXNARD PUBLIC SCHOOL DISTRICT**

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

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

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

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

**POSITIVE ADVENTURES, LLC**

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

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

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

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-58 – Art Trek, Inc. (Fox/Shea)**

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Art Trek, Inc. will offer enrichment programs during our Expanded Learning Opportunities Programs. They will provide staff and materials when their services are required. This agreement will cover summer, after school, intersession, and professional development.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$4,409,695.00 – Expanded Learning Opportunities 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 #24-58 with Art Trek, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-58, Art Trek Inc \(83 Pages\)](#)  
[Proposal \(5 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**AGREEMENT #**

**AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES**

*THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES* (this “Agreement”) is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district (“District”) and the below-referenced service provider (“Service Provider”). In this Agreement, District and Service Provider are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Effective Date: \_\_\_\_\_  
Service Provider: \_\_\_\_\_  
Address: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Representative’s Email: \_\_\_\_\_  
Type of Service: \_\_\_\_\_ Lead Agency  
\_\_\_\_\_ Enrichment Agency

**RECITALS**

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District’s after-school program, the “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District’s after school program, an “Enrichment Agency” is responsible for providing specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities (“ELOP”) Program, After School Education and Safety (“ASES”) Program, and/or the 21<sup>st</sup> Century Community Learning Centers (“21<sup>st</sup> CCLC”) Program for academic school year \_\_\_\_\_ commencing \_\_\_\_\_ and ending \_\_\_\_\_ (collectively, the “Grant”). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that 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 here 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. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the “Contract.”

**2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from \_\_\_\_\_ to and including \_\_\_\_\_ (the “Term”). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

**3. Performance of the Services; Time for Performance.** Service Provider shall provide the services set forth in Service Provider’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Service Provider may also agree to provide additional services, at District’s request and only with District’s prior written authorization (the “Additional Services”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

**4. Compensation and Method of Payment.**

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by \_\_\_\_\_, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

**5. Quarterly Review and Adjustment of Scope of Work.** District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

**6. Termination.** This Agreement may be terminated as follows.

a. **Mutual Agreement.** The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause.** Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds.** District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.



d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause.** District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement.** Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures.** If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

**8. Service Provider's Representations and Warranties.** In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

**9. Ownership of Documents; Use of Documents by District.** All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

**10. Service Provider's Books and Records.**

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;

ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);

iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;

iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July provide copies of all Records for ). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records 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 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 Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

**11. Independent Contractor.** Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**12. Penal Code sections 667.5 and 1192.7.** If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

**13. Standards of Performance.** Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

**14. Confidential Information, Generally.** All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

**15. Student Privacy Laws.**

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data (“Confidential Student Data”) that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (“HIPAA”); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“FERPA”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“PPRA”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“COPPA”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“SOPIPA”); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.*) (“ELPIPA”) (collectively, the “Student Privacy Laws”). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider’s officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District’s request; and (d) not storing District data outside of the United States.

**16. Conflict of Interest; Disclosure of Interest.** Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider’s performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board’s Bylaws Sections 9270 and 9270-E (available on the District’s website at <https://www.oxnardsd.org/domain/12>) and that it does not qualify as a “designated employee.”

\_\_\_\_\_ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a “designated employee” and should be filing financial interest disclosures but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

**17. Compliance with Applicable Laws.** Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

\_\_\_\_\_ (Initials)

**18. Undocumented Workers.** Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider 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, Service Provider 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.

**19. Non-Discrimination.** Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**20. Assignment.** The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**21. Subcontracting.** Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

**22. Continuity of Personnel.** Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) 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; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.



**23. Assumption of Responsibility.** In accordance with Service Provider’s obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

**24. Service Provider’s Indemnification of District.**

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, “Indemnifying Party”), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, “Indemnified Party”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a “Claim” and collectively the “Claims”): (i) Indemnifying Party’s breach of any representation or warranty in the Contract; (ii) Indemnifying Party’s breach of any material provision of the Contract; (iii) Indemnifying Party’s violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party’s employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party’s provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party’s provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party’s provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party’s provision of the Services, (viii) Service Provider’s furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party’s intellectual property rights. For avoidance of doubt, Service Provider’s liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party’s indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party’s obligations under this paragraph 24 shall not be limited by Service Provider’s insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

*On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.*

\_\_\_\_\_ (Initials)

## **25. District's Indemnification of Lead Agency.**

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

**26. Enrichment Agency's Indemnification of Lead Agency.** To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

**27. Limitation of Liability.** District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

**28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

**29. Insurance.** Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

**30. 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  
1501 South A Street  
Oxnard, CA 93030 Attention:  
Dr. Ginger Shea Phone:  
805-385-1501 ext. 2324 Email:  
gshea@oxnardsd.org

**To Service Provider:** [NAME]  
[STREET ADDRESS]  
[CITY, STATE, ZIP]  
Attention: [NAME]  
Phone: [PHONE]  
Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

**31. Excusable Delays.** Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**32. Authority to Execute.** The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

**33. Administration.** The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

**34. Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**35. Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

**36. Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**37. Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

**38. Governing Law; Jurisdiction.** The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

**39. Dispute Resolution.** It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

**40. Severability.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

**“District”**

Oxnard School District,  
a California public school district

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing

**“Service Provider”**

\_\_\_\_\_  
\_\_\_\_\_

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

**EXHIBIT A-0**  
**SCOPE OF SERVICES**

**PART I: LEAD AGENCY**

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
    - a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
    - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
    - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.
  
  - 2. Five-Day Week and Enrichment Burst Program Attendance.**
    - a. For daily five-day week program, elementary students should participate every day the program operates.
    - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
    - c. For enrichment bursts, students should participate according to the schedule for the activity.
    - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
    - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

**3. Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.



**4. Non-School-Day Activities.**

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
  - i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
  - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
  - i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
  - iii. Site team meetings 1 hour every two weeks.

## **6. Professional Development.**

- a. Lead Agency – Management Only:
  - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
  - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

## **7. Curriculum and Activity Design.**

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

## **PART II: ENRICHMENT AGENCY**

- A. **Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

**B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

**1. Enrollment.**

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

**2. Five-Day Week and Enrichment Burst Program Attendance.**

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

**3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
- i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
- i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:
- i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

- iii. Site team meetings 1 hour every two weeks.

## **6. Curriculum and Activity Design.**

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

### **PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT**

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

### **PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES**

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

#### **PART V: DISTRICT RESPONSIBILITIES**

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;



- K. Notwithstanding Lead Agency’s and Enrichment Agency’s obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

**PART VI: TANGIBLE WORK PRODUCTS**

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

**PART VIII: PERSONNEL**

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

**PART IX: SUBCONTRACTORS**

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

**PART X: AMENDMENTS**

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

## EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
  - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

**1. General Requirements for Service Provider’s Program Coaches.**

**a. Satisfaction of Program staff requirements.** Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

**2. General Requirements for Student Eligibility in Program Sports.**

**a. Medical clearance.** Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

**b. Adherence to recommendations.** Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

**d. Sign In and Sign Out Sheet.** Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

### **3. Concussions.**

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student may have sustained concussion.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion.**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.



iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

#### **4. Sudden Cardiac Arrest ("SCA").**

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

##### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

##### **b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event.**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness.**

Service Provider agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

**b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

## **6. Methicillin-Resistant Staph Aureus (MRSA).**

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches – preventative measures.** Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs.**

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District’s policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student’s parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**e. Applicability.** At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

**8. Event Emergency Guidelines.**

**a. Adoption of policy.** Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF**  
**EMERGENCY ASSISTANCE**

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen).**

**a. Obligation to Administer Epinephrine; Authorized Individuals.**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Service Provider Employees and Volunteers.**

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/lh/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student’s parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

## **2. Epinephrine Prescriptions.**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

## **3. Requirements for the Provision of Emergency Assistance.**

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

## **4. Copies of Documents.**

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

## **EXHIBIT B COMPENSATION**

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
  - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
  - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
  - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
  - E. Line items for:
    1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
    2. All supplies properly charged to the Services;
    3. All travel properly charged to the Services;
    4. All equipment properly charged to the Services;
    5. All materials properly charged to the Services;
    6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
  - F. Calculation of matching funds.



Not Project Related

Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

## **EXHIBIT C INSURANCE**

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

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

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. 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 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
  1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
  2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
  3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. 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: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

Not Project Related

Project #

**EXHIBIT D  
CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

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

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

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing



## Extracurricular Event or Activity Assumption of Risk Form

\_\_\_\_\_  
Student name (Please print)

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School/Local Educational Agency

\_\_\_\_\_  
Event or Activity Advisor (Staff)

### Voluntary Extracurricular Event or Activity

- school-related athletics
- school-related club activities
- school-related cultural activities
- school-related performing arts activities
- school-related social activities
- School-related community activities
- Other: \_\_\_\_\_

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- |  |                                     |
|--|-------------------------------------|
| 1. Sprains and strains                   | 7. Loss of eyesight                 |
| 2. Fractured bones                       | 8. Head injuries or concussion      |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness                     |
| 4. Unconsciousness                       | 10. Sudden cardiac arrest           |
| 5. Paralysis                             | 11. Death                           |
| 6. Disfigurement                         | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary telephone

\_\_\_\_\_  
Alternate telephone





## Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)

Fecha de nacimiento

Padre o tutor legal (Por favor imprima)

Dirección del estudiante

Escuela/Agencia Educativa Local

Asesor de eventos o actividades (personal)

### Evento o actividad extracurricular voluntaria

- Atletismo relacionado con la escuela
- Actividades del club relacionadas con la escuela
- Actividades culturales relacionadas con la escuela
- Actividades de artes escénicas relacionadas con la escuela
- Actividades sociales relacionadas con la escuela
- Actividades comunitarias relacionadas con la escuela
- Otro: \_\_\_\_\_

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

- |  |   |
|--|---|
| 1. Esguinces y distensiones              | 7. Pérdida de la vista                        |
| 2. Quebraduras                           | 8. Lesiones en la cabeza o conmoción cerebral |
| 3. Laceraciones, abrasiones y avulsiones | 9. Enfermedades causadas por el calor         |
| 4. Inconsciencia                         | 10. Paro cardíaco repentino                   |
| 5. Parálisis                             | 11. Muerte                                    |
| 6. Desfiguración                         | 12. Exposición a enfermedades infecciosas     |

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

\_\_\_\_\_  
Firma (Estudiante)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma (Padre o Tutor Legal)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Teléfono principal

\_\_\_\_\_  
Teléfono alternativo

## Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

### Symptoms may include one or more of the following:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Headaches</li><li>• “Pressure in head”</li><li>• Nausea or vomiting</li><li>• Neck pain</li><li>• Balance problems or dizziness</li><li>• Blurred, double, or fuzzy vision</li><li>• Sensitivity to light or noise</li><li>• Feeling sluggish or slowed down</li><li>• Feeling foggy or groggy</li><li>• Drowsiness</li><li>• Change in sleep patterns</li></ul> | <ul style="list-style-type: none"><li>• Amnesia</li><li>• “Don’t feel right”</li><li>• Fatigue or low energy</li><li>• Sadness</li><li>• Nervousness or anxiety</li><li>• Irritability</li><li>• More emotional</li><li>• Confusion</li><li>• Concentration or memory problems (forgetting game plays)</li><li>• Repeating the same question/comment</li></ul> |
|--|--|

### Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

**What can happen if my child keeps on playing with a concussion or returns to soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child’s coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

**Return to Play (RTP)**

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:  
<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
 Student-athlete Name Printed

\_\_\_\_\_  
 Student-athlete Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Parent or Legal Guardian Printed

\_\_\_\_\_  
 Parent or Legal Guardian Signature

\_\_\_\_\_  
 Date

Legal References:  
 California Education Code section 49475,  
 California Interscholastic Federation Bylaw 313

## Oxnard School District

### Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

#### Los siguientes son algunos de los síntomas de una concusión:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Dolor de cabeza</li> <li>• “Presión en la cabeza”</li> <li>• Nausea o vómito</li> <li>• Dolor de cuello</li> <li>• Problemas de equilibrio o mareos</li> <li>• Visión borrosa o visión doble</li> <li>• Sensibilidad a la luz o ruido</li> <li>• Decaído</li> <li>• Adormecido</li> <li>• Mareado</li> <li>• Cambios en los hábitos de dormir</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “No se siente bien”</li> <li>• Fatiga o energía baja</li> <li>• Tristeza</li> <li>• Nervios o ansiedad</li> <li>• Irritabilidad</li> <li>• Más sensible</li> <li>• Confundido</li> <li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li> <li>• Repetir la misma pregunta o comentario</li> </ul> |
|---|--|

#### Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

**Volver a Jugar**

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cifstate.org) para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha

**FIELD TRIP OR EXCURSION AUTHORIZATION  
AND MEDICAL TREATMENT AUTHORIZATION**

In-state

(Minor)

Out-of-state

**Completion of this form is required for all field trips / excursions.**

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Date of Birth (for emergency purposes)

\_\_\_\_\_  
Student Address

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Class/ Program

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date(s) of Field Trip/Excursion

\_\_\_\_\_  
Location of Field Trip/Excursion

\_\_\_\_\_  
Transportation Provider

- I hereby give permission** for my child or ward (named above) to participate in this Field Trip or Excursion.
- Regarding special assistance/accommodations:** Is special assistance/accommodation necessary for your child or ward to participate in this Field Trip or Excursion?  
 No     Yes. Please explain \_\_\_\_\_
- Regarding administration of medication:** All medications must be prescribed, **including** over-the-counter medications. Is your child or ward required to take medication during the course of this Field Trip or Excursion?  
 No     Yes **Parent/Guardian must contact the school office** to obtain form SFA-5010, "Authorization for Any Medication Taken during School Hours," form SFA-5030, "Authorization For Medications Taken During School Hours, School Activities and Field Trips" or form SFA-5040, "Extended Field Trip or Excursion Medication Authorization" (which must be signed by parent/guardian and child or ward's physician).

**4. If you have health insurance, please list:**

_____ Health Insurance Company	_____ Policy Number	_____ Group Number
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**5. Please list additional emergency contacts, should the parent/guardian be unavailable:**

_____ Emergency Contact	_____ Telephone
_____ Emergency Contact	_____ Telephone

**6. Conduct:** I fully understand that all participants are to abide by and accept all rules and requirements governing conduct during the Field Trip or Excursion. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards will be sent home at their own or their parent/guardian's expense.

**7. Waiver of Claims for Liability:** I understand that California Education Code, Section 35330 provides:  
"All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."

In providing consent for my child or ward to attend and participate in this Field Trip or Excursion, I waive all claims against the district for injury, accident, illness, or death occurring during or by reason of this Field Trip or Excursion.

I understand that the District does not require my child or ward to participate in the Field Trip or Excursion and I make this request voluntarily because I desire my child or ward to participate in the Field Trip or Excursion. I also understand that, if I do not consent to my child or ward's participation, my child or ward will be involved in alternative supervised activities, for which my child or ward will receive full credit.

**8. In the event of illness or injury,** I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of my child or ward. It is understood that the resulting expenses will be the responsibility of the child or ward's parent(s)/guardian(s).

**9. I have carefully read this authorization and fully understand its contents and voluntarily consent to its terms and conditions.**

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager

**AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN  
Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO**

Dentro del Estado

(Menor de Edad)

Fuera Del Estado

**Es un requisito completen esta forma para todos los paseos educativos o excursiones.**

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones:** ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?  
 No     Si Explique por favor. \_\_\_\_\_
3. **Con respecto a la administración de medicamento:** Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?  
 No     Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:  
"Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.

8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

Blanco – Supervisor de Paseo Educativo/Excursión  
SFA 2010S, Rev. 6/17/2014

Amarillo – Escuela

Rosa – Padre/Madre/ 1049





## OXNARD SCHOOL DISTRICT

# Parent/Student CIF Heat Illness Information Sheet

### Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

### What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

**PREVENTION:** There are several steps which can be taken to prevent heat illness from occurring:

**ADEQUATE HYDRATION:** The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

**GRADUAL ACCLIMATIZATION:** Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

**HEAT EXHAUSTION:** Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

<ul style="list-style-type: none"> <li>• Dizziness, lightheadedness, weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Profuse sweating</li> </ul>
<ul style="list-style-type: none"> <li>• Headache</li> </ul>	<ul style="list-style-type: none"> <li>• Cool, clammy skin</li> </ul>
<ul style="list-style-type: none"> <li>• Nausea</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Diarrhea, urge to defecate</li> </ul>	<ul style="list-style-type: none"> <li>• Decreased urine output</li> </ul>
<ul style="list-style-type: none"> <li>• Pallor, chills</li> </ul>	

**TREATMENT:** Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

**HEAT STROKE:** Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

**WARNING SYMPTOMS:**

**This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.**

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"> <li>• Dizziness</li> </ul>	<ul style="list-style-type: none"> <li>• Weakness</li> </ul>
<ul style="list-style-type: none"> <li>• Drowsiness, loss of consciousness</li> </ul>	<ul style="list-style-type: none"> <li>• Hot and wet or dry skin</li> </ul>
<ul style="list-style-type: none"> <li>• Seizures</li> </ul>	<ul style="list-style-type: none"> <li>• Rapid heartbeat, low blood pressure</li> </ul>
<ul style="list-style-type: none"> <li>• Staggering, disorientation</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)</li> </ul>	<ul style="list-style-type: none"> <li>• Vomiting, diarrhea</li> </ul>

**Final Thoughts for Parents and Guardians:**

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

_____	_____	_____
Student-Athlete Name - <i>Printed</i>	Student-Athlete - <i>Signature</i>	Date
_____	_____	_____
Parent Or Legal Guardian Name - <i>Printed</i>	Parent or Legal Guardian - <i>Signature</i>	Date



## Hoja de información CIF para padres/estudiantes referente a la insolación

### ¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1º de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

### ¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardíacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la pérdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

**PREVENCIÓN:** Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

**LA HIDRATACIÓN APROPIADA:** El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es oscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar reemplazando los líquidos antes y después de las sesiones de práctica.

**LA ACLIMATACIÓN GRADUAL:** La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

**EL AGOTAMIENTO DEBIDO AL CALOR:** Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

**TRATAMIENTO:** Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no es rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

**INFARTO DEBIDO AL CALOR:** Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

**SÍNTOMAS DE ALARMA:**

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

<b>Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:</b>	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

**Consejos finales para los padres y tutores legales:**

Cada vez que planea y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el fútbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a un infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha



## OXNARD SCHOOL DISTRICT Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

### **Side effects may include one or more of the following:**

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

### **Risks are greater with the following:**

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

### **Unless specifically advised by your health care provider, medications to avoid include:**

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

**KNOW YOUR OPTIONS**

**Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:**

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

**IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:**

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration:  
[www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou)
- Visit [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Student-athlete Name Printed

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Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

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Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Education Code section 49476





## DISTRITO ESCOLAR DE OXNARD

### Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

#### **Los efectos secundarios pueden incluir uno o más de los siguientes:**

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

#### **Los riesgos son mayores con lo siguiente:**

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

#### **A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:**

- Benzodiazepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

**SEPA CUÁLES SON SUS OPCIONES**

**Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riesgos y efectos secundarios. Las opciones podrían ser las siguientes:**

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

**SI LE RECETAN OPIOIDES PARA EL DOLOR:**

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
  - Establezcan juntos un plan para tratar el dolor.
  - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
  - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
  - Nunca venda ni comparta opioides recetados.
  - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: [www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou).
- Visite [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

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Nombre del Estudiante Deportista

\_\_\_\_\_  
Firma del Estudiante Deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del Padre o Tutor Legal

\_\_\_\_\_  
Firma del Padre o Tutor Legal

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Fecha

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano



OXNARD SCHOOL DISTRICT  
**Parent/Student CIF Steroid Information Sheet and Acknowledgement**



“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

\_\_\_\_\_  
Student-Athlete Name - *Printed*

\_\_\_\_\_  
Student-Athlete - *Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Name - *Printed*

\_\_\_\_\_  
Parent or Legal Guardian - *Signature*

\_\_\_\_\_  
Date



## DISTRITO ESCOLAR DE OXNARD

### Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

“Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica”. (Estatuto CIF 503.I)

#### Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

#### Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

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Fecha

Oxnard School District  
**Sudden Cardiac Arrest Information Sheet**

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- Fainting or seizure, especially during or right after exercise;
- Fainting repeatedly or with excitement or startle;
- Excessive shortness of breath during exercise;
- Racing or fluttering heart palpitations or irregular heartbeat;
- Repeated dizziness or lightheadedness;
- Chest pain or discomfort with exercise;
- Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- Known structural heart abnormality, repaired or unrepaired;
- Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- Family history of known heart abnormalities or sudden death before age 50;
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements.

**How Common is Sudden Cardiac Arrest in the United States?**

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

### **Who is at Risk for Sudden Cardiac Arrest?**

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will “just go away.” Additionally, some health history factors increase the risk of SCA.

### **What Should You do if your Student Athlete is Experiencing any of these Symptoms?**

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor’s feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### **Return to Play (RTP)**

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

### **Acknowledgment**

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student’s sports program

\_\_\_\_\_  
Student-athlete Name Printed

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Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Interscholastic Federation Bylaw 503

Oxnard School District  
Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia del Paro Cardíaco Repentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- Colapso o convulsiones, especialmente justo después de ejercitarse;
- Colapso frecuente, o por emoción o susto;
- Falta excesiva de aliento durante el ejercicio;
- Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- Mareo o aturdimiento frecuente;
- Dolor o malestar en el pecho al ejercitarse;
- Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- La presencia de una anomalía estructural del corazón, reparada o no reparada;
- Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- Un historial clínico familiar de anomalías cardíacas conocidas o muerte repentina antes de los 50 años;
- Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- El consumo de enervantes tales como cocaína, inhalantes, drogas “recreativas,” bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

**¿Qué tan común es el PCR en los Estados Unidos?**

Por ser la principal causa de muerte en los EE. UU. cada año suceden más de 300,000 paros cardíacos lejos de los hospitales, de los que nueve de cada diez son mortales. Miles de jóvenes son víctimas de los paros cardíacos repentinos por ser la segunda causa de muerte en menores de 25 años y la principal razón por la que mueren los atletas adolescentes durante el ejercicio.

### **¿Quién corre el riesgo de sufrir un paro cardíaco repentino?**

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que “desaparecerán.” Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

### **¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?**

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

### **Volver a Jugar**

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

\_\_\_\_\_  
Nombre Del Atleta Adolescente

\_\_\_\_\_  
Firma Del Atleta Adolescente

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre Del Padre/ Tutor

\_\_\_\_\_  
Firma Del Padre/ Tutor

\_\_\_\_\_  
Fecha

Referencia legal:

Federación Interescolar de California Por Ley 503



# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

\_\_\_\_\_

\_\_\_\_\_

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.

Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
<b>HEART HEALTH QUESTIONS ABOUT YOU</b>	<b>Yes</b>	<b>No</b>	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
<b>HEART HEALTH QUESTIONS ABOUT YOUR FAMILY</b>	<b>Yes</b>	<b>No</b>	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
<b>BONE AND JOINT QUESTIONS</b>	<b>Yes</b>	<b>No</b>	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			<b>FEMALES ONLY</b>		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

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\_\_\_\_\_

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# ■ PREPARTICIPATION PHYSICAL EVALUATION

## THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	<b>Yes</b>	<b>No</b>
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

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Please indicate if you have ever had any of the following.

	Yes	No
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

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I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_



# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO

# ■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name \_\_\_\_\_ Sex  M  F Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Cleared for all sports without restriction

Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

Not cleared

Pending further evaluation

For any sports

For certain sports \_\_\_\_\_

Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

## EMERGENCY INFORMATION

Allergies \_\_\_\_\_

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Other information \_\_\_\_\_

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_

Nombre \_\_\_\_\_

Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

**Medicinas y Alergias:** Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias?  Sí  No Si tienes alergias, indica la alergia  
 Medicinas  Pólen  Comidas  Insectos específica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No	Preguntas Médicas	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón?			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: <input type="checkbox"/> Asma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infecciones <input type="checkbox"/> Otro: _____			27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
3. ¿Has pasado la noche en un hospital?			28. ¿Hay alguien en su familia que tiene asma?		
4. ¿Has tenido alguna cirugía?			29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
<b>Preguntas de la salud de tu corazón</b>	<b>Sí</b>	<b>No</b>	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?			32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: <input type="checkbox"/> Alta presión sanguínea <input type="checkbox"/> soplo cardíaco <input type="checkbox"/> Colesterol alto <input type="checkbox"/> Infección del corazón <input type="checkbox"/> Enfermedad de Kawasaki <input type="checkbox"/> Otro: _____			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
9. ¿Ha pedido un médico un examen médico de tu corazón?			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?			36. ¿Tiene antecedentes de trastornos convulsivos?		
11. ¿Has tenido un incautación inexplicable?			37. ¿Tiene dolores de cabeza con el ejercicio?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?			38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
<b>Preguntas de la salud de los corazones de tu familia</b>	<b>Sí</b>	<b>No</b>	39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrofica, síndrome de Marfan, la miocardiopatía aritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
15. ¿Tiene alguien en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?			42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
16. ¿Tiene alguien en tu familia desmayos inexplicables, incauciones inexplicables o casi ahogo?			43. ¿Ha tenido problemas con sus ojos o visión?		
<b>Preguntas de huesos y articulaciones</b>	<b>Sí</b>	<b>No</b>	44. ¿Ha tenido lesiones en los ojos?		
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?			45. ¿Usted usa anteojos o lentes de contacto?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?			46. ¿Usa gafas de protección, o anteojos de seguridad?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?			47. ¿Le preocupa su peso?		
20. ¿Alguna vez has tenido una fractura de estrés?			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)			49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?			50. ¿Alguna vez ha tenido un trastorno alimentario?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?			51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?			<b>Sólo mujeres</b>	<b>Sí</b>	<b>No</b>
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?			52. ¿Alguna vez ha tenido un periodo menstrual?		
			53. ¿Qué edad tenía cuando tuvo su primer periodo menstrual?		
			54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "si" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## EL ATLETA CON NECESIDADES ESPECIALES:

### FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico \_\_\_\_\_  
 Nombre \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_  
 Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

Explique respuestas "si" aquí

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	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bífida		
La alergia al látex		

Por favor, indique si alguna vez ha tenido alguna de las siguientes.

Explique respuestas "si" aquí

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Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.

<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO







## School Athletics Physical Contact Acknowledgement

\_\_\_\_\_  
Student name

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School

\_\_\_\_\_  
Sport/Activity

\_\_\_\_\_  
Coach/Instructor

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager

# ART TREK, INC.

A 501 (C) (3) non-profit organization

## 2024-2025 PROPOSAL FOR ART SITE INSTRUCTIONAL SERVICES OXNARD AFTER SCHOOL PROGRAM

**SERVICES:** Art Trek shall provide the following services for Oxnard School District. These are the highest predicted numbers based on the maximum number of teachers per school and the maximum number of days teaching.\*

1. **Summer:** July: Art Instruction and Field Trip support. Materials included.

Theme: 2024 Olympics in Paris, France. Art projects presented include geography and history of the Olympics, overview of games, food of the host country, Olympics related vocabulary and art vocabulary, and myriad cultural references. Collaborative (all vendors on campus) camp experience will include preparing for and implementing an Olympics day. (Hoping to collaborate with all vendors.)

18 days of summer camp, fieldtrips, and training

18 days x 6 hours x 33 staff = 3564 hours x \$95 per hour = \$338,580

75 chaperones x 4 hours x \$65 per hour = 19,500\*

3 days of training @ \$2,500 each = 7,500

TOTAL for summer program. **\$365,580\*\***

2. **ELO After School Art Enrichment**

Theme: Art Revolutions. Great masters from around the world through the ages. From early Aboriginal dreamtime imagery to LA's Museum of Modern Art, we will look at inventions of materials, birth of ideas, and artists' expressions of the world. Students will create via imitation, modification, and alteration of the great works of art. Each lesson will include cultural connections, vocabulary, history, and geography.

135 days @ 4.5 hours each x 23 teachers = 13,972.50 hours

9 early dismissal minimum days @ 7 hours each x 23 teachers = 1449 hours

36 banking days x 5.5 hours x 23 teachers = 4,554 hours

180 split days x 2 hours = 360 hours

Materials included

TOTAL for ELO 20,335.50 hours x \$95 per hour = **\$1,931,872.50\*\***

3. **ELO Inquiring Minds** QUARK: Questions, Understanding, Awareness, Research, Knowledge

Theme: Most Amazing Animals and Fantastic Flora. Study of plants and animals in extreme habitats with extraordinary characteristics and often indistinguishable from alien life on the planet. We will look



at how they build their habitats, mating rituals, colorful plumage, highest speed, care of their young, furthest migrations and how we impact them and they impact us. Each lesson will include vocabulary, history and geography as we explore their ecosystems. Short videos will be included.

135 days @ 4.5 hours each x 19 teachers = 11,542.50 hours  
 9 early dismissal minimum days @ 7 hours each x 19 teachers = 1,197 hours  
 36 banking days x 5.5 hours x 19 teachers = 3,762 hours  
 Total of 16,501.50 hours x \$95 per hour = \$1,567,642.50  
 Inquiring Minds Materials \$ 90,000.00  
 TOTAL for Inquiring Minds = \$1,657,642.50\*\*

**4. ELO Bursts: Art Intensives**

Eight-week focus on a particular art form such as ceramics, acrylic painting on canvas, sculpture, and mixed-media. Burst will be dependent upon what is requested at the schools.

Eight week sessions x 2 days x 4 hours per day = 64 hours  
 64 hours x 5 schools x 3 sessions = 960 hours x \$95 = \$91,200  
 Materials: = \$10,800  
 TOTAL for ELO Bursts = \$102,000\*\*

**5. Art Trek Professional Development:**

Curriculum Development and Classroom Management for after school and intercession programs.

ELO: 20 trainings @ \$1750 per training = \$35,000  
 Inquiring Minds: 20 trainings @ \$1750 = \$35,000  
 TOTAL for training \$70,000

**6. Spring Break Camp: All materials included**

10 days x 23 teachers x 9 hours x \$95 per hour = \$196,650  
 One day of training = \$ 1,750  
 TOTAL for Spring Break Camp = \$198,400\*\*

**7. Special Events:**

a. Three special events throughout the year @ \$10,000 each = \$30,000  
 b. Fun Fest for 20 schools x 8 hours x 2 staff x \$95 = \$30,400  
 c. OSD Creates Display- 6 Art Trek staff for 8 hours to hang and remove all panels for a total of 48 hours x \$50 per hour = \$2,400  
 d. Arts Assemblies at each of the schools @ \$500 per school = \$10,000  
 e. Art in a Box – Little art projects in paper bag/lunch box.  
 1.5 hours x 2 staff x 2 times per school x 20 schools x \$95 per hour = \$11,400  
 TOTAL for Special Events: \$84,200

<b>Total for 2024-2025 School Year</b>	
<b>1. Summer</b>	<b>\$365,580.00</b>
<b>2. ELO Enrichment</b>	<b>\$1,931,872.50</b>
<b>3. ELO Quark</b>	<b>\$1,657,642.50</b>
<b>4. ELO Bursts</b>	<b>\$102,000.00</b>
<b>5. Art Trek PD</b>	<b>\$70,000.00</b>
<b>6. Spring Break</b>	<b>\$198,400.00</b>
<b><u>7. Special Events</u></b>	<b><u>\$84,200.00</u></b>
<b>TOTAL</b>	<b>\$4,409,695.00</b>

**TOTAL FOR 2024-2025 OXNARD PROGRAMS: \$ 4,409,695.00\*\***

- \* Adjustments of chaperone expense and hours to be adjusted upon confirmation of fieldtrips.
- \*\* Actual hours invoiced may be higher or lower once the school year starts and Oxnard sets a schedule.
- \*\*\* Art Trek staff will attend Oxnard’s professional development days free of charge to the district.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

Art Trek meets all OSD requirements for insurance and has provided a Certificate of Insurance naming Oxnard School District as additionally insured.

If this Agreement meets with your approval, please sign, date, and return so we can move forward!

# OXNARD ELOP CURRICULUM 2024-2025



## ART EXPLORATION THROUGH THE GREAT MASTERS

WEEK	LESSON	MEDIUM	ARTISTS	CONCEPT
<b>1st Quarter August 15-October 18, 2024</b>				
Week 1	Intro Lessons and Art Games			
Week 2	Line, Shape and Space Design	White pencil/pastel	Kandinsky, Mondrian	Composition, Line
Week 3	Line, Shape and Space Design	Tempera Paint	Kandinsky, Mondrian	Composition, Line
Week 4	Geometric Jesters	Pastel	Lindner, Picasso	Geometric Shapes
Week 5	Color Wheel & Tree	Tempera	Van Gogh, Michelangelo	Color Wheel
Week 6	Color Becomes Design	Tempera	Mondrian	Organic Shapes
Week 7	Geometric Jesters Painted	Tempera	Lindner, Picasso	Geometric Shapes
Week 8	Simple Perspective	Pencil/Pen/C.Pencil	Photos, Bierstadt	Illusion, Closer/Farther
	Simple Perspective	Pen/Watercolor	Raphael, Homer	Horizon Line
Week 9	Still Life Collage	Pastel	Cezanne, Matisse	Seeing, Rendering
<b>Included in this time PTA Reflections, Hispanic Heritage Month,</b>				
<b>2<sup>nd</sup> Quarter October 21-December 20, 2024</b>				
Week 1	Autumn Art	Sharpies/C. Pencils		Seasonal Celebration
	Gourds of Autumn	Model Magic	Yayoi Kusama	Sculpture
Week 2	Sugar Skulls and Cats	Marker and Crayon	Shapard Fairey	Seasonal Celebration
	Model Magic Colorful Calaveras	Model Magic		Sculpture
Week 3	Bubble People	Crayon	Bellows, Degas	Human Figure
Week 4	Happy Harlequin	Colored Pencil/Sharpie	Chagall	Internal Design
Week 5	Happy Harlequin	Tempera	Chagall	Painting concepts
Week 6	Stuffies	Pencil	Rousseau	Realism, Animation
Week 7	Holiday Celebrations	Model Magic		Sculpture
Week 8	Stampede	Colorful Foam	Marimekko	Holiday Print

# OXNARD ELOP CURRICULUM 2024-2025



## ART EXPLORATION THROUGH THE GREAT MASTERS

### 3<sup>rd</sup> Quarter (Black History Month) January 13- April 4, 2025

Week 1	Dismantled View	Pencil/Pen/Marker	Picasso/Braque	Cubism, Basic Shapes
Week 2	Internal Design	Stencil/Watercolor	Warhol	Pattern/Repetition
Week 3	Hair Raising & Wild Shirts	Pen/Crayon/Watercolor	Modigliani, Picasso,	Line, Texture, Portrait
Week 4	Bubble People/Action Statues	Pastel	Bellows, Degas	Human Figure
Week 5	Shade & Shadow Bowls	Pastel	Hopper	Shade/Shadow/Tint
Week 6	Shade and Shadow Bowls	Tempera		Perspective, Vessel
Week 7	Animals Coming & Going	Pen/Crayon/Watercolor	Marc	Composition, Perspective
Week 8	Model Magic Menagerie	Model Magic		Sculpture
Week 9	Flora & Fauna	Pen/Watercolor	O'Keefe	Magnification & Extended Composition
Week 10	Hands/Shoes/Mechanical	Pencils/C. Pencils	Van Gogh, da Vinci	Sketch, Realism
Week 11	Special Spring Projects			
Week 12	Special Spring Projects			

**Included in this time Black History Month, Gene Autry Art Competition, Dr. Seuss Day Exhibit, Casar Chavez Art and Essay Competition**

### 4<sup>th</sup> Quarter (Asian American Pacific Islander Month) April 22 - June 18, 2025

Week 1	Modigliani and Me	Pens, Crayons	Modigliani/Kahlo	Line, Portrait
Week 2	Dots and Dabs	Tempera	Seurat, Renoir	Impressionism/Color
Week 3	Still Life w/ Fruits	Watercolor/Pencil	Cezanne, Matisse, Steele	Realism/Perspective
Week 4	Pop Art Food Sculpture	Clay/Acrylics	Warhol, Oldenberg, Theibaud	Everyday Images
Week 5	Objects Absurd	Pencils, C. Pencils	Dali, Magritte	Surrealism
Week 6	Great Works	Shall Vary	All the above	Rendering, Colors
Week 7	Great Works	Shall Vary	All the above	Rendering, Colors
Week 8	Element Grid	Pencil/Sharpie/Crayon	All the above	Year in Review

**Included in this time Asian American Pacific Islander Exhibit, Open House Exhibits at Schools, OSD Creates**

5/6/24

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-61 – Leadership Associates, LLC (DeGenna)**

---

Leadership Associates will provide executive advising services to the Superintendent during the 2024-25 academic year. Services will include weekly or bi-weekly phone appointments and on-call advisement via text, phone, or email any time in between scheduled calls, as well as the sharing of intellectual property.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$14,000.00 – Unrestricted General Fund

#### **RECOMMENDATION:**

It is recommended by the Superintendent that the Board of Trustees approve Agreement #24-61 with Leadership Associates, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-61, Leadership Associates, LLC \(4 Pages\)](#)  
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



LEADERSHIP ASSOCIATES, LLC
449 W Foothill Blvd #427
Glendora CA 91741
760-771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this May 2024 between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and OXNARD ELEMENTARY SCHOOL DISTRICT hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will provide executive advising services to the Superintendent during the 2024-25 academic year. Services will include weekly or bi-weekly phone appointments and on-call advisement via text, phone, or email any time in between scheduled calls, as well as the sharing of intellectual property.

The District agrees to pay the Contractor FOURTEEN THOUSAND DOLLARS (\$14,000) for services provided. The Contractor will submit bi-annual invoices for the services provided. Payment is due within 30 days of receipt of invoice.

Mail remittance to: Leadership Associates
449 W Foothill Blvd #427
Glendora CA 91741

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES, LLC
Taxpayer ID# 68-0383653

DISTRICT:
OXNARD ELEMENTARY SCHOOL DISTRICT

By Betty Hall

By

Name Betty Hall, Contracts Administrator
mailto:bhall@leadershipassociates.org

Name Lisa A. Franz, Director, Purchasing

Date May 24, 2024

Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #24-63 - Action Preparedness Training (Torres/Magaña)**

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Glenda C. Mahon of Action Preparedness Training will provide CPR/AED training and First Aid training to Oxnard School District staff during the 2024-2025 school year. Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$9,000.00 – Safety Credits

#### **RECOMMENDATION:**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-63 with Action Preparedness Training.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-63, Action Preparedness Training \(4 Pages\)](#)  
[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

**Action Preparedness Training**  
**951 Woodland Ave, Ojai CA 93023**  
**(805) 340-6333**

Proposal 2024-2025

May 5, 2024

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A. ) As needed during the 2024-2025 school year,
- B. ) Cost (lump sum or hourly not to exceed-) \$62  
per OSD staff member

Glenda Mahon-EMT  
Owner

[805] 340-6333



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-64, Salus Campus Safety Solutions (Fox/Shea)**

---

Salus Campus Safety Solutions will provide professional development and consulting services on school site safety and disaster preparedness for the Oxnard School District's After School Program administrators and staff, for the 2024-2025 school year.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$50,000.00- Expanded Learning Opportunities 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 #24-64 with the Salus Campus Safety Solutions.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-64, Salus Campus Safety Solutions \(4 Pages\)](#)  
[Scope of work \(2 Pages\)](#)



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



2362 N. Oxnard Blvd Suite 202 Oxnard, CA 93036  
info@salussafetysolutions.org

## **SCOPE OF WORK**

### Timeframe

Salus LLC will provide professional development and consulting for Oxnard School District (OSD) after school programs, coordinators, partners and staff. Date of services begin July 1, 2024 through June 30, 2025.

### Description of Services

Working within Board policies, Salus will provide training and consulting services to Oxnard School District's After School Program administrators/staff in an effort to create a positive learning environment where students and staff members feel safe.

1. School Site Safety and Emergency Preparedness
2. Professional Development for coordinators, partners, and staff
3. Convening support for sites and district office

### School Site Safety and Emergency Preparedness

Site safety walk throughs, training, drills, and equipment inventory will be conducted which include on-site observations of staff, students, facilities, and physical space. Salus observations will be documented and shared with OSD after school program management in three categories:

- ❖ Facilities
- ❖ Logistics & Systems
- ❖ Safety

### Professional Development

- After School Program staff members will be trained on the following topics:
  - 6 trainings (topics TBD) for the coordinators, partners and staff members
  - Campus Lockdown Drills and procedures
  - Positive, professional interactions with students and co-workers
  - Social Media use and potential consequences, as needed
  - Communication Flow Charts and notifications
  - Prevention & Intervention of altercations/fights - De-escalation techniques
  - Active Shooter/Assailant Training for staff
  - Salus will attend one monthly meeting with OSD managers and coordinators as scheduled

### Convening Support

- Salus will visit school sites and assist with any refresher training or safety concerns, as needed
- Salus will be available for questions/concerns by phone, as needed
- Salus will provide a highlight report page of services rendered and share information with management at the completion of the first half of the year. Salus will provide an end of year report that shows the progress of the after school program sites, areas of concern, and goals for the upcoming school year by June 30, 2025.

### Billing Rate

Hourly rate: \$200

Estimated Hours: 250

Budget: not to exceed \$50,000.00

***Note:** Estimates below are based on Reports, Professional Development Training, Summer School Programs, and After School Program Site Visits at 22 school campuses.*

Service	Hours	Total	
Training for After School Program staff, Coordinators, and Professional Development (6).sessions	\$4,500 per training session	\$27,000	
Summer School Support, Safety and preparedness training	40 hours of service throughout the summer school year	\$8,000	
Site (22) support visits	25 hours throughout the school year	\$5,000	
Mid-year highlight sheet and end of year school reports	25 hours of reports for 22 school sites	\$5,000	
Additional miscellaneous projects, or requested training (2024-25)	TBD	\$5,000	
	<b>Total</b>	<b>\$50,000</b>	

### Invoicing

Salus LLC will invoice monthly. Invoice will include school site, contact, date, time, and description of services. Please make checks payable to **Salus, LLC**.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-67, Renaissance Learning, Inc. (Fox/Thomas)**

---

Per the OSD Assessment RFP dated April 5, 2024, Renaissance Learning, Inc. will supply software licenses for several educational programs used throughout OSD schools. These include the Star assessment system, Accelerated Reader program, myON digital book program, and Illuminate Data Management System.

The Star assessment system tracks student progress in early literacy, reading, and math, establishing consistent data points across all grades and schools. The Accelerated Reader program enables students and teachers to monitor reading level advancements through assessments on leveled books. myON offers a digital library with books spanning various levels and genres, allowing students to download books onto their iPads at school for reading at home. The Illuminate Data Management System compiles all student assessment data, providing staff with a comprehensive view of student academic growth over time.

**Term of Agreement:** July 1, 2024 – June 30, 2027

#### **FISCAL IMPACT:**

\$2,661,430.92 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-67 with Renaissance Learning, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-67, Renaissance Learning Inc. \(91 Pages\)](#)



2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

**Oxnard School District - 274891**

Reference ID: 544849

1051 S A St  
Oxnard, CA 93030-7442  
Contact: Anna Thomas - (805) 385-1501  
Email: [athomas@oxnardsd.org](mailto:athomas@oxnardsd.org)

### Quote Summary

School Count: 20

Renaissance Products & Services Total	\$3,351,867.00
Applied Discounts	\$(690,436.08)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$2,661,430.92</b>

**This quote includes: DnA, eduCLIMBER, myON, Renaissance Accelerated Reader, Renaissance myON News and Star Essential Suite.**

To receive applicable discounts, all orders included on this quote must be received at the same time.

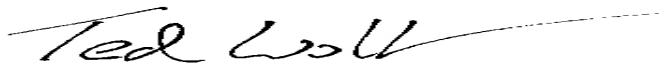
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Oxnard School District - 274891
	By:
Name: Ted Wolf	Name: <b>Lisa A. Franz</b>
Title: VP - Corporate Controller	Title: <b>Director, Purchasing</b>
Date: 6/7/2024	Date:
	Invoice Date:

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

**If changes are necessary, or additional information is required, please contact your account executive Taylor Knoblett at (805)312-9380, Thank You.**

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
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All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details					
Oxnard School District - 274891					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Inspect Premium	07/01/2024 - 06/30/2025	13,500	\$2.95	\$(2,295.00)	\$37,530.00
DnA, Software License	07/01/2024 - 06/30/2025	13,500	\$5.36	\$(4,860.00)	\$67,500.00
eduCLIMBER, Software License	07/01/2024 - 06/30/2025	13,500	\$6.55	\$(38,745.00)	\$49,680.00
<b>Data Integration Services</b>					
Custom Data Integration Level 3 Maintenance	07/01/2024 - 06/30/2025	1	\$3,750.00	\$0.00	\$3,750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Learning Community, DnA	07/01/2024 - 06/30/2025	10	\$78.00	\$0.00	\$780.00
<b>Quote Year 1 Subtotal</b>				<b>\$(45,900.00)</b>	<b>\$159,240.00</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Inspect Premium	07/01/2025 - 06/30/2026	13,500	\$3.07	\$(3,915.00)	\$37,530.00
DnA, Software License	07/01/2025 - 06/30/2026	13,500	\$5.57	\$(7,695.00)	\$67,500.00
eduCLIMBER, Software License	07/01/2025 - 06/30/2026	13,500	\$6.81	\$(42,255.00)	\$49,680.00
<b>Data Integration Services</b>					
Custom Data Integration Level 3 Maintenance	07/01/2025 - 06/30/2026	1	\$3,750.00	\$0.00	\$3,750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Learning Community, DnA	07/01/2025 - 06/30/2026	10	\$78.00	\$0.00	\$780.00
<b>Quote Year 2 Subtotal</b>				<b>\$(53,865.00)</b>	<b>\$159,240.00</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Inspect Premium	07/01/2026 - 06/30/2027	13,500	\$3.19	\$(5,535.00)	\$37,530.00
DnA, Software License	07/01/2026 - 06/30/2027	13,500	\$5.79	\$(10,665.00)	\$67,500.00
eduCLIMBER, Software License	07/01/2026 - 06/30/2027	13,500	\$7.07	\$(45,765.00)	\$49,680.00
<b>Data Integration Services</b>					
Custom Data Integration Level 3 Maintenance	07/01/2026 - 06/30/2027	1	\$3,750.00	\$0.00	\$3,750.00

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Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Learning Community, DnA	07/01/2026 - 06/30/2027	10	\$78.00	\$0.00	\$780.00
<b>Quote Year 3 Subtotal</b>				<b>\$(61,965.00)</b>	<b>\$159,240.00</b>
<b>Oxnard School District Total</b>				<b>\$(161,730.00)</b>	<b>\$477,720.00</b>

## Cesar Chavez Elementary School - 274877

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
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### Quote Year 1

#### Applications

Accelerated Reader Subscription	07/01/2024 - 06/30/2025	780	\$7.93	\$(897.00)	\$5,288.40
myON Student Subscription	07/01/2024 - 06/30/2025	780	\$16.22	\$(3,034.20)	\$9,617.40
myON News Student Subscription	07/01/2024 - 06/30/2025	780	\$4.33	\$(335.40)	\$3,042.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2024 - 06/30/2025	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2024 - 06/30/2025	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2024 - 06/30/2025	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2024 - 06/30/2025	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2024 - 06/30/2025	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00

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myON Classics for HS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	780	\$13.00	\$(1,162.20)	\$8,977.80
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
			<b>Quote Year 1 Subtotal</b>	<b>\$(7,752.89)</b>	<b>\$37,554.51</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	780	\$8.25	\$(1,146.60)	\$5,288.40
myON Student Subscription	07/01/2025 - 06/30/2026	780	\$16.87	\$(3,541.20)	\$9,617.40
myON News Student Subscription	07/01/2025 - 06/30/2026	780	\$4.33	\$(335.40)	\$3,042.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2025 - 06/30/2026	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2025 - 06/30/2026	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2025 - 06/30/2026	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2025 - 06/30/2026	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2025 - 06/30/2026	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25

Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	780	\$13.52	\$(1,567.80)	\$8,977.80

### Platform Services

Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
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### Professional Services

Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
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**Quote Year 2 Subtotal** **\$(8,915.09)** **\$37,554.51**

### Quote Year 3

#### Applications

Accelerated Reader Subscription	07/01/2026 - 06/30/2027	780	\$8.56	\$(1,388.40)	\$5,288.40
myON Student Subscription	07/01/2026 - 06/30/2027	780	\$17.52	\$(4,048.20)	\$9,617.40
myON News Student Subscription	07/01/2026 - 06/30/2027	780	\$4.33	\$(335.40)	\$3,042.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2026 - 06/30/2027	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2026 - 06/30/2027	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2026 - 06/30/2027	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48

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Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2026 - 06/30/2027	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2026 - 06/30/2027	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	780	\$14.04	\$(1,973.40)	\$8,977.80
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(10,069.49)</b>	<b>\$37,554.51</b>
<b>Cesar Chavez Elementary School Total</b>				<b>\$(26,737.47)</b>	<b>\$112,663.53</b>

## Christa McAuliffe Elementary School - 274987

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					



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<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	505	\$7.93	\$(580.75)	\$3,423.90
myON Student Subscription	07/01/2024 - 06/30/2025	505	\$16.22	\$(1,964.45)	\$6,226.65
myON News Student Subscription	07/01/2024 - 06/30/2025	505	\$4.33	\$(217.15)	\$1,969.50
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63



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**Quote**  
**# 3145002**

Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	505	\$13.00	\$(752.45)	\$5,812.55
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(7,235.09)</b>	<b>\$32,632.56</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	505	\$8.25	\$(742.35)	\$3,423.90
myON Student Subscription	07/01/2025 - 06/30/2026	505	\$16.87	\$(2,292.70)	\$6,226.65
myON News Student Subscription	07/01/2025 - 06/30/2026	505	\$4.33	\$(217.15)	\$1,969.50
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$110.81

**\$ 1106**

Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	505	\$13.52	\$(1,015.05)	\$5,812.55

<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(7,987.54)</b>	<b>\$32,632.56</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	505	\$8.56	\$(898.90)	\$3,423.90
myON Student Subscription	07/01/2026 - 06/30/2027	505	\$17.52	\$(2,620.95)	\$6,226.65
myON News Student Subscription	07/01/2026 - 06/30/2027	505	\$4.33	\$(217.15)	\$1,969.50
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
					<b>\$: 1108</b>

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National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	505	\$14.04	\$(1,277.65)	\$5,812.55
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(8,734.94)</b>	<b>\$32,632.56</b>
<b>Christa McAuliffe Elementary School Total</b>				<b>\$(23,957.57)</b>	<b>\$97,897.68</b>

## Curren Elementary School - 274876

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	890	\$7.93	\$(1,023.50)	\$6,034.20
myON Student Subscription	07/01/2024 - 06/30/2025	890	\$16.22	\$(3,462.10)	\$10,973.70

myON News Student Subscription	07/01/2024 - 06/30/2025	890	\$4.33	\$(382.70)	\$3,471.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2024 - 06/30/2025	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2024 - 06/30/2025	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2024 - 06/30/2025	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2024 - 06/30/2025	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2024 - 06/30/2025	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	890	\$13.00	\$(1,326.10)	\$10,243.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					

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Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(8,518.49)</b>	<b>\$41,351.71</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	890	\$8.25	\$(1,308.30)	\$6,034.20
myON Student Subscription	07/01/2025 - 06/30/2026	890	\$16.87	\$(4,040.60)	\$10,973.70
myON News Student Subscription	07/01/2025 - 06/30/2026	890	\$4.33	\$(382.70)	\$3,471.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2025 - 06/30/2026	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2025 - 06/30/2026	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2025 - 06/30/2026	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2025 - 06/30/2026	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2025 - 06/30/2026	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00



myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	890	\$13.52	\$(1,788.90)	\$10,243.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(9,844.59)</b>	<b>\$41,351.71</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	890	\$8.56	\$(1,584.20)	\$6,034.20
myON Student Subscription	07/01/2026 - 06/30/2027	890	\$17.52	\$(4,619.10)	\$10,973.70
myON News Student Subscription	07/01/2026 - 06/30/2027	890	\$4.33	\$(382.70)	\$3,471.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2026 - 06/30/2027	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2026 - 06/30/2027	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2026 - 06/30/2027	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2026 - 06/30/2027	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2026 - 06/30/2027	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	<b>1112</b>

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Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	890	\$14.04	\$(2,251.70)	\$10,243.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(11,161.79)</b>	<b>\$41,351.71</b>
<b>Curren Elementary School Total</b>				<b>\$(29,524.87)</b>	<b>\$124,055.13</b>

## Dennis McKinna Elementary School - 274880

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	575	\$7.93	\$(661.25)	\$3,898.50
myON Student Subscription	07/01/2024 - 06/30/2025	575	\$16.22	\$(2,236.75)	\$7,089.75
myON News Student Subscription	07/01/2024 - 06/30/2025	575	\$4.33	\$(247.25)	\$2,242.50
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81



Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37

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Star Essential Suite Subscription	07/01/2024 - 06/30/2025	575	\$13.00	\$(856.75)	\$6,618.25
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(7,892.04)</b>	<b>\$35,595.21</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	575	\$8.25	\$(845.25)	\$3,898.50
myON Student Subscription	07/01/2025 - 06/30/2026	575	\$16.87	\$(2,610.50)	\$7,089.75
myON News Student Subscription	07/01/2025 - 06/30/2026	575	\$4.33	\$(247.25)	\$2,242.50
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
<b>Quote Year 2 Subtotal</b>				<b>\$(1,115.00)</b>	<b>\$1115.00</b>

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Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	575	\$13.52	\$(1,155.75)	\$6,618.25

### Platform Services

Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
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### Professional Services

Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
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**Quote Year 2 Subtotal** **\$(8,748.79)** **\$35,595.21**

### Quote Year 3

#### Applications

Accelerated Reader Subscription	07/01/2026 - 06/30/2027	575	\$8.56	\$(1,023.50)	\$3,898.50
myON Student Subscription	07/01/2026 - 06/30/2027	575	\$17.52	\$(2,984.25)	\$7,089.75
myON News Student Subscription	07/01/2026 - 06/30/2027	575	\$4.33	\$(247.25)	\$2,242.50
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63

Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00

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National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	575	\$14.04	\$(1,454.75)	\$6,618.25
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(9,599.79)</b>	<b>\$35,595.21</b>
<b>Dennis McKinna Elementary School Total</b>				<b>\$(26,240.62)</b>	<b>\$106,785.63</b>

## Dr. Manuel M. Lopez Academy of Arts & Sciences - 8624628

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	750	\$7.93	\$(862.50)	\$5,085.00
myON Student Subscription	07/01/2024 - 06/30/2025	750	\$16.22	\$(2,917.50)	\$9,247.50
myON News Student Subscription	07/01/2024 - 06/30/2025	750	\$4.33	\$(322.50)	\$2,925.00
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	750	\$13.00	\$(1,117.50)	\$8,632.50
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(5,220.00)</b>	<b>\$27,610.00</b>
<b>Quote Year 2</b>					
<b>Applications</b>					

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Accelerated Reader Subscription	07/01/2025 - 06/30/2026	750	\$8.25	\$(1,102.50)	\$5,085.00
myON Student Subscription	07/01/2025 - 06/30/2026	750	\$16.87	\$(3,405.00)	\$9,247.50
myON News Student Subscription	07/01/2025 - 06/30/2026	750	\$4.33	\$(322.50)	\$2,925.00
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	750	\$13.52	\$(1,507.50)	\$8,632.50
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(6,337.50)</b>	<b>\$27,610.00</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	750	\$8.56	\$(1,335.00)	\$5,085.00
myON Student Subscription	07/01/2026 - 06/30/2027	750	\$17.52	\$(3,892.50)	\$9,247.50
myON News Student Subscription	07/01/2026 - 06/30/2027	750	\$4.33	\$(322.50)	\$2,925.00
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	750	\$14.04	\$(1,897.50)	\$8,632.50
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(7,447.50)</b>	<b>\$27,610.00</b>
<b>Dr. Manuel M. Lopez Academy of Arts &amp; Sciences Total</b>				<b>\$(19,005.00)</b>	<b>\$82,830.00</b>

## Driffill Elementary School - 274883

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	920	\$7.93	\$(1,058.00)	\$6,237.60
myON Student Subscription	07/01/2024 - 06/30/2025	920	\$16.22	\$(3,578.80)	\$11,343.60
myON News Student Subscription	07/01/2024 - 06/30/2025	920	\$4.33	\$(395.60)	\$3,588.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63



Saddleback Books: With Audio Support add-on Publisher	07/01/2024 - 06/30/2025	1	\$1,163.00	\$(275.72)	\$887.28
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Orca: High-Low add-on Publisher	07/01/2024 - 06/30/2025	1	\$165.00	\$(39.12)	\$125.88
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2024 - 06/30/2025	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2024 - 06/30/2025	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$448.00	\$(106.21)	\$341.79
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2024 - 06/30/2025	1	\$121.00	\$(28.69)	\$92.31
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93

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Reference Point Press: Careers add-on Publisher	07/01/2024 - 06/30/2025	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	920	\$13.00	\$(1,370.80)	\$10,589.20

### Platform Services

Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
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### Professional Services

Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
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**Quote Year 1 Subtotal** **\$(10,971.76)** **\$49,688.09**

### Quote Year 2

#### Applications

Accelerated Reader Subscription	07/01/2025 - 06/30/2026	920	\$8.25	\$(1,352.40)	\$6,237.60
myON Student Subscription	07/01/2025 - 06/30/2026	920	\$16.87	\$(4,176.80)	\$11,343.60
myON News Student Subscription	07/01/2025 - 06/30/2026	920	\$4.33	\$(395.60)	\$3,588.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2025 - 06/30/2026	1	\$1,163.00	\$(275.72)	\$887.28
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Orca: High-Low add-on Publisher	07/01/2025 - 06/30/2026	1	\$165.00	\$(39.12)	\$125.88
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2025 - 06/30/2026	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63

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Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2025 - 06/30/2026	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$448.00	\$(106.21)	\$341.79
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2025 - 06/30/2026	1	\$121.00	\$(28.69)	\$92.31
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2025 - 06/30/2026	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00

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**# 3145002**

National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	920	\$13.52	\$(1,849.20)	\$10,589.20
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(12,342.56)</b>	<b>\$49,688.09</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	920	\$8.56	\$(1,637.60)	\$6,237.60
myON Student Subscription	07/01/2026 - 06/30/2027	920	\$17.52	\$(4,774.80)	\$11,343.60
myON News Student Subscription	07/01/2026 - 06/30/2027	920	\$4.33	\$(395.60)	\$3,588.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2026 - 06/30/2027	1	\$1,163.00	\$(275.72)	\$887.28
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Orca: High-Low add-on Publisher	07/01/2026 - 06/30/2027	1	\$165.00	\$(39.12)	\$125.88
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2026 - 06/30/2027	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
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Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2026 - 06/30/2027	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$448.00	\$(106.21)	\$341.79
Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
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Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2026 - 06/30/2027	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58

Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	920	\$14.04	\$(2,327.60)	\$10,589.20
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(13,704.16)</b>	<b>\$49,688.09</b>
<b>Driffill Elementary School Total</b>				<b>\$(37,018.48)</b>	<b>\$149,064.27</b>

### Elm Street Elementary School - 274972

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	470	\$7.93	\$(540.50)	\$3,186.60
myON Student Subscription	07/01/2024 - 06/30/2025	470	\$16.22	\$(1,828.30)	\$5,795.10
myON News Student Subscription	07/01/2024 - 06/30/2025	470	\$4.33	\$(202.10)	\$1,833.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
					<b>\$1,125</b>

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Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	470	\$13.00	\$(700.30)	\$5,409.70
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(7,087.75)</b>	<b>\$31,734.10</b>
<b>Quote Year 2</b>					

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<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	470	\$8.25	\$(690.90)	\$3,186.60
myON Student Subscription	07/01/2025 - 06/30/2026	470	\$16.87	\$(2,133.80)	\$5,795.10
myON News Student Subscription	07/01/2025 - 06/30/2026	470	\$4.33	\$(202.10)	\$1,833.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63



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**Quote**  
**# 3145002**

Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	470	\$13.52	\$(944.70)	\$5,409.70
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(7,788.05)</b>	<b>\$31,734.10</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	470	\$8.56	\$(836.60)	\$3,186.60
myON Student Subscription	07/01/2026 - 06/30/2027	470	\$17.52	\$(2,439.30)	\$5,795.10
myON News Student Subscription	07/01/2026 - 06/30/2027	470	\$4.33	\$(202.10)	\$1,833.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
				<b>\$</b>	<b>1128</b>

Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	470	\$14.04	\$(1,189.10)	\$5,400.70



Platform Services					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(8,483.65)</b>	<b>\$31,734.10</b>
<b>Elm Street Elementary School Total</b>				<b>\$(23,359.45)</b>	<b>\$95,202.30</b>

Emilie Ritchen Elementary School - 274900					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	500	\$7.93	\$(575.00)	\$3,390.00
myON Student Subscription	07/01/2024 - 06/30/2025	500	\$16.22	\$(1,945.00)	\$6,165.00
myON News Student Subscription	07/01/2024 - 06/30/2025	500	\$4.33	\$(215.00)	\$1,950.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$549.93
					<b>\$1130</b>

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Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	500	\$13.00	\$(745.00)	\$5,755.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(7,200.29)</b>	<b>\$32,459.96</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	500	\$8.25	\$(735.00)	\$3,390.00
myON Student Subscription	07/01/2025 - 06/30/2026	500	\$16.87	\$(2,270.00)	\$6,165.00

# Renaissance

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Quote  
 # 3145002

myON News Student Subscription	07/01/2025 - 06/30/2026	500	\$4.33	\$(215.00)	\$1,950.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00

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myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	500	\$13.52	\$(1,005.00)	\$5,755.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(7,945.29)</b>	<b>\$32,459.96</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	500	\$8.56	\$(890.00)	\$3,390.00
myON Student Subscription	07/01/2026 - 06/30/2027	500	\$17.52	\$(2,595.00)	\$6,165.00
myON News Student Subscription	07/01/2026 - 06/30/2027	500	\$4.33	\$(215.00)	\$1,950.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39

Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	500	\$14.04	\$(1,265.00)	\$5,755.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					

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Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(8,685.29)</b>	<b>\$32,459.96</b>
<b>Emilie Ritchen Elementary School Total</b>				<b>\$(23,830.87)</b>	<b>\$97,379.88</b>

## Fremont Intermediate School - 274885

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
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### Quote Year 1

#### Applications

Accelerated Reader Subscription	07/01/2024 - 06/30/2025	705	\$7.93	\$(810.75)	\$4,779.90
myON Student Subscription	07/01/2024 - 06/30/2025	705	\$16.22	\$(2,742.45)	\$8,692.65
myON News Student Subscription	07/01/2024 - 06/30/2025	705	\$4.33	\$(303.15)	\$2,749.50
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2024 - 06/30/2025	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2024 - 06/30/2025	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2024 - 06/30/2025	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2024 - 06/30/2025	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2024 - 06/30/2025	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93



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Reference Point Press: Careers add-on Publisher	07/01/2024 - 06/30/2025	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	705	\$13.00	\$(1,050.45)	\$8,114.55
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(7,120.88)</b>	<b>\$34,611.52</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	705	\$8.25	\$(1,036.35)	\$4,779.90
myON Student Subscription	07/01/2025 - 06/30/2026	705	\$16.87	\$(3,200.70)	\$8,692.65
myON News Student Subscription	07/01/2025 - 06/30/2026	705	\$4.33	\$(303.15)	\$2,749.50
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2025 - 06/30/2026	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2025 - 06/30/2026	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2025 - 06/30/2026	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2025 - 06/30/2026	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2025 - 06/30/2026	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
				<b>\$</b>	<b>1136</b>

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Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2025 - 06/30/2026	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	705	\$13.52	\$(1,417.05)	\$8,114.55
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(8,171.33)</b>	<b>\$34,611.52</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	705	\$8.56	\$(1,254.90)	\$4,779.90
myON Student Subscription	07/01/2026 - 06/30/2027	705	\$17.52	\$(3,658.95)	\$8,692.65
myON News Student Subscription	07/01/2026 - 06/30/2027	705	\$4.33	\$(303.15)	\$2,749.50
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2026 - 06/30/2027	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2026 - 06/30/2027	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2026 - 06/30/2027	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2026 - 06/30/2027	1	\$240.00	\$(56.90)	\$183.10



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**Quote**  
**# 3145002**

Little, Brown: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2026 - 06/30/2027	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2026 - 06/30/2027	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	705	\$14.04	\$(1,783.65)	\$8,114.55
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(9,214.73)</b>	<b>\$34,611.52</b>
<b>Fremont Intermediate School Total</b>				<b>\$(24,506.94)</b>	<b>\$103,834.56</b>

## Harrington Elementary School - 274888

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
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<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	510	\$7.93	\$(586.50)	\$3,457.80
myON Student Subscription	07/01/2024 - 06/30/2025	510	\$16.22	\$(1,983.90)	\$6,288.30
myON News Student Subscription	07/01/2024 - 06/30/2025	510	\$4.33	\$(219.30)	\$1,989.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93

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Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	510	\$13.00	\$(759.90)	\$5,870.10
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(7,439.64)</b>	<b>\$33,351.41</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	510	\$8.25	\$(749.70)	\$3,457.80
myON Student Subscription	07/01/2025 - 06/30/2026	510	\$16.87	\$(2,315.40)	\$6,288.30
myON News Student Subscription	07/01/2025 - 06/30/2026	510	\$4.33	\$(219.30)	\$1,989.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
					<b>\$1140</b>

Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75

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Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	510	\$13.52	\$(1,025.10)	\$5,870.10
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(8,199.54)</b>	<b>\$33,351.41</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	510	\$8.56	\$(907.80)	\$3,457.80
myON Student Subscription	07/01/2026 - 06/30/2027	510	\$17.52	\$(2,646.90)	\$6,288.30
myON News Student Subscription	07/01/2026 - 06/30/2027	510	\$4.33	\$(219.30)	\$1,989.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
					<b>\$ 1142</b>

# Renaissance

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**Quote**  
**# 3145002**

Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	510	\$14.04	\$(1,290.30)	\$5,870.10
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(8,954.34)</b>	<b>\$33,351.41</b>
<b>Harrington Elementary School Total</b>				<b>\$(24,593.52)</b>	<b>\$100,054.23</b>

## Juan Soria Elementary School - 2645359

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					



<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	890	\$7.93	\$(1,023.50)	\$6,034.20
myON Student Subscription	07/01/2024 - 06/30/2025	890	\$16.22	\$(3,462.10)	\$10,973.70
myON News Student Subscription	07/01/2024 - 06/30/2025	890	\$4.33	\$(382.70)	\$3,471.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2024 - 06/30/2025	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2024 - 06/30/2025	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2024 - 06/30/2025	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2024 - 06/30/2025	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2024 - 06/30/2025	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2024 - 06/30/2025	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00

Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	890	\$13.00	\$(1,326.10)	\$10,243.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(8,578.23)</b>	<b>\$41,543.97</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	890	\$8.25	\$(1,308.30)	\$6,034.20
myON Student Subscription	07/01/2025 - 06/30/2026	890	\$16.87	\$(4,040.60)	\$10,973.70
myON News Student Subscription	07/01/2025 - 06/30/2026	890	\$4.33	\$(382.70)	\$3,471.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2025 - 06/30/2026	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2025 - 06/30/2026	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2025 - 06/30/2026	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2025 - 06/30/2026	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2025 - 06/30/2026	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	<b>1145</b>



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Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2025 - 06/30/2026	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	890	\$13.52	\$(1,788.90)	\$10,243.90

### Platform Services

Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
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### Professional Services

Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
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**Quote Year 2 Subtotal** **\$(9,904.33)** **\$41,543.97**

### Quote Year 3

#### Applications

Accelerated Reader Subscription	07/01/2026 - 06/30/2027	890	\$8.56	\$(1,584.20)	\$6,034.20
myON Student Subscription	07/01/2026 - 06/30/2027	890	\$17.52	\$(4,619.10)	\$10,973.70
myON News Student Subscription	07/01/2026 - 06/30/2027	890	\$4.33	\$(382.70)	\$3,471.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2026 - 06/30/2027	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2026 - 06/30/2027	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2026 - 06/30/2027	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2026 - 06/30/2027	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2026 - 06/30/2027	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93

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Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2026 - 06/30/2027	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	890	\$14.04	\$(2,251.70)	\$10,243.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(11,221.53)</b>	<b>\$41,543.97</b>
<b>Juan Soria Elementary School Total</b>				<b>\$(29,704.09)</b>	<b>\$124,631.91</b>

## Kamala Elementary School - 307181

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	890	\$7.93	\$(1,023.50)	\$6,034.20
myON Student Subscription	07/01/2024 - 06/30/2025	890	\$16.22	\$(3,462.10)	\$10,973.70
myON News Student Subscription	07/01/2024 - 06/30/2025	890	\$4.33	\$(382.70)	\$3,471.00

Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2024 - 06/30/2025	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2024 - 06/30/2025	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2024 - 06/30/2025	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2024 - 06/30/2025	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2024 - 06/30/2025	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2024 - 06/30/2025	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	890	\$13.00	\$(1,326.10)	\$10,243.90

### Platform Services

Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
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<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(8,578.23)</b>	<b>\$41,543.97</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	890	\$8.25	\$(1,308.30)	\$6,034.20
myON Student Subscription	07/01/2025 - 06/30/2026	890	\$16.87	\$(4,040.60)	\$10,973.70
myON News Student Subscription	07/01/2025 - 06/30/2026	890	\$4.33	\$(382.70)	\$3,471.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2025 - 06/30/2026	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2025 - 06/30/2026	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2025 - 06/30/2026	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2025 - 06/30/2026	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2025 - 06/30/2026	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2025 - 06/30/2026	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63

# Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
 Phone: (800) 338-4204 | Fax: (877) 280-7642  
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**Quote**  
**# 3145002**

Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	890	\$13.52	\$(1,788.90)	\$10,243.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
			<b>Quote Year 2 Subtotal</b>	<b>\$(9,904.33)</b>	<b>\$41,543.97</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	890	\$8.56	\$(1,584.20)	\$6,034.20
myON Student Subscription	07/01/2026 - 06/30/2027	890	\$17.52	\$(4,619.10)	\$10,973.70
myON News Student Subscription	07/01/2026 - 06/30/2027	890	\$4.33	\$(382.70)	\$3,471.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2026 - 06/30/2027	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2026 - 06/30/2027	1	\$165.00	\$(39.12)	\$125.88
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2026 - 06/30/2027	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2026 - 06/30/2027	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2026 - 06/30/2027	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
					<b>\$ 1150</b>

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Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2026 - 06/30/2027	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	890	\$14.04	\$(2,251.70)	\$10,243.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(11,221.53)</b>	<b>\$41,543.97</b>
<b>Kamala Elementary School Total</b>				<b>\$(29,704.09)</b>	<b>\$124,631.91</b>

## Lemonwood Elementary School - 705111

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	860	\$7.93	\$(989.00)	\$5,830.80
myON Student Subscription	07/01/2024 - 06/30/2025	860	\$16.22	\$(3,345.40)	\$10,603.80
myON News Student Subscription	07/01/2024 - 06/30/2025	860	\$4.33	\$(369.80)	\$3,354.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2024 - 06/30/2025	1	\$1,163.00	\$(275.72)	\$887.28
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Orca: High-Low add-on Publisher	07/01/2024 - 06/30/2025	1	\$165.00	\$(39.12)	\$125.88



Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2024 - 06/30/2025	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2024 - 06/30/2025	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$448.00	\$(106.21)	\$341.79
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2024 - 06/30/2025	1	\$121.00	\$(28.69)	\$92.31
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2024 - 06/30/2025	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06

Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	860	\$13.00	\$(1,281.40)	\$9,898.60
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(10,554.16)</b>	<b>\$47,616.89</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	860	\$8.25	\$(1,264.20)	\$5,830.80
myON Student Subscription	07/01/2025 - 06/30/2026	860	\$16.87	\$(3,904.40)	\$10,603.80
myON News Student Subscription	07/01/2025 - 06/30/2026	860	\$4.33	\$(369.80)	\$3,354.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2025 - 06/30/2026	1	\$1,163.00	\$(275.72)	\$887.28
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Orca: High-Low add-on Publisher	07/01/2025 - 06/30/2026	1	\$165.00	\$(39.12)	\$125.88
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2025 - 06/30/2026	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
					<b>\$1153</b>



Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2025 - 06/30/2026	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$448.00	\$(106.21)	\$341.79
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2025 - 06/30/2026	1	\$121.00	\$(28.69)	\$92.31
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2025 - 06/30/2026	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16

# Renaissance

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**Quote**  
**# 3145002**

Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	860	\$13.52	\$(1,728.60)	\$9,898.60
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(11,835.56)</b>	<b>\$47,616.89</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	860	\$8.56	\$(1,530.80)	\$5,830.80
myON Student Subscription	07/01/2026 - 06/30/2027	860	\$17.52	\$(4,463.40)	\$10,603.80
myON News Student Subscription	07/01/2026 - 06/30/2027	860	\$4.33	\$(369.80)	\$3,354.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2026 - 06/30/2027	1	\$1,163.00	\$(275.72)	\$887.28
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Orca: High-Low add-on Publisher	07/01/2026 - 06/30/2027	1	\$165.00	\$(39.12)	\$125.88
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
Reference Point: Unsolved Mysteries add-on Publisher	07/01/2026 - 06/30/2027	1	\$460.00	\$(109.06)	\$350.94
DK: Eyewitness books add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2026 - 06/30/2027	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$448.00	\$(106.21)	\$341.79
				<b>\$1155</b>	

Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2026 - 06/30/2027	1	\$121.00	\$(28.69)	\$92.31
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2026 - 06/30/2027	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	860	\$14.04	\$(2,175.80)	\$9,800.00

Platform Services					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(13,108.36)</b>	<b>\$47,616.89</b>
<b>Lemonwood Elementary School Total</b>				<b>\$(35,498.08)</b>	<b>\$142,850.67</b>

Marina West Elementary School - 372646					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	435	\$7.93	\$(500.25)	\$2,949.30
myON Student Subscription	07/01/2024 - 06/30/2025	435	\$16.22	\$(1,692.15)	\$5,363.55
myON News Student Subscription	07/01/2024 - 06/30/2025	435	\$4.33	\$(187.05)	\$1,696.50
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$549.93
					<b>\$1157</b>

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Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	435	\$13.00	\$(648.15)	\$5,006.85
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(6,747.89)</b>	<b>\$30,216.16</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	435	\$8.25	\$(639.45)	\$2,949.30
myON Student Subscription	07/01/2025 - 06/30/2026	435	\$16.87	\$(1,974.90)	\$5,363.55

myON News Student Subscription	07/01/2025 - 06/30/2026	435	\$4.33	\$(187.05)	\$1,696.50
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00



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myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	435	\$13.52	\$(874.35)	\$5,006.85
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(7,396.04)</b>	<b>\$30,216.16</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	435	\$8.56	\$(774.30)	\$2,949.30
myON Student Subscription	07/01/2026 - 06/30/2027	435	\$17.52	\$(2,257.65)	\$5,363.55
myON News Student Subscription	07/01/2026 - 06/30/2027	435	\$4.33	\$(187.05)	\$1,696.50
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
					<b>\$: 1160</b>

Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	435	\$14.04	\$(1,100.55)	\$5,006.85
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					



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Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(8,039.84)</b>	<b>\$30,216.16</b>
<b>Marina West Elementary School Total</b>				<b>\$(22,183.77)</b>	<b>\$90,648.48</b>

## Norman R Brekke Elementary School - 375811

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	590	\$7.93	\$(678.50)	\$4,000.20
myON Student Subscription	07/01/2024 - 06/30/2025	590	\$16.22	\$(2,295.10)	\$7,274.70
myON News Student Subscription	07/01/2024 - 06/30/2025	590	\$4.33	\$(253.70)	\$2,301.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92

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Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	590	\$13.00	\$(879.10)	\$6,790.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
			<b>Quote Year 1 Subtotal</b>	<b>\$(7,826.69)</b>	<b>\$35,566.76</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	590	\$8.25	\$(867.30)	\$4,000.20
myON Student Subscription	07/01/2025 - 06/30/2026	590	\$16.87	\$(2,678.60)	\$7,274.70
myON News Student Subscription	07/01/2025 - 06/30/2026	590	\$4.33	\$(253.70)	\$2,301.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63

Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09

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**Quote**  
**# 3145002**

Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	590	\$13.52	\$(1,185.90)	\$6,790.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
			<b>Quote Year 2 Subtotal</b>	<b>\$(8,705.79)</b>	<b>\$35,566.76</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	590	\$8.56	\$(1,050.20)	\$4,000.20
myON Student Subscription	07/01/2026 - 06/30/2027	590	\$17.52	\$(3,062.10)	\$7,274.70
myON News Student Subscription	07/01/2026 - 06/30/2027	590	\$4.33	\$(253.70)	\$2,301.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
					<b>\$1165</b>

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**Quote**  
**# 3145002**

Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	590	\$14.04	\$(1,492.70)	\$6,790.90
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(9,578.99)</b>	<b>\$35,566.76</b>
					<b>1166</b>

<b>Norman R Brekke Elementary School Total</b>	<b>\$(26,111.47)</b>	<b>\$106,700.28</b>
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### Ramona Elementary School - 1175939

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
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#### Quote Year 1

#### Applications

Accelerated Reader Subscription	07/01/2024 - 06/30/2025	575	\$7.93	\$(661.25)	\$3,898.50
myON Student Subscription	07/01/2024 - 06/30/2025	575	\$16.22	\$(2,236.75)	\$7,089.75
myON News Student Subscription	07/01/2024 - 06/30/2025	575	\$4.33	\$(247.25)	\$2,242.50
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2024 - 06/30/2025	1	\$240.00	\$(56.90)	\$183.10
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2024 - 06/30/2025	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92



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Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	575	\$13.00	\$(856.75)	\$6,618.25
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
			<b>Quote Year 1 Subtotal</b>	<b>\$(7,948.94)</b>	<b>\$35,778.31</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	575	\$8.25	\$(845.25)	\$3,898.50
myON Student Subscription	07/01/2025 - 06/30/2026	575	\$16.87	\$(2,610.50)	\$7,089.75
myON News Student Subscription	07/01/2025 - 06/30/2026	575	\$4.33	\$(247.25)	\$2,242.50
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63

Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2025 - 06/30/2026	1	\$240.00	\$(56.90)	\$183.10
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2025 - 06/30/2026	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00



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**Quote**  
**# 3145002**

myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	575	\$13.52	\$(1,155.75)	\$6,618.25
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(8,805.69)</b>	<b>\$35,778.31</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	575	\$8.56	\$(1,023.50)	\$3,898.50
myON Student Subscription	07/01/2026 - 06/30/2027	575	\$17.52	\$(2,984.25)	\$7,089.75
myON News Student Subscription	07/01/2026 - 06/30/2027	575	\$4.33	\$(247.25)	\$2,242.50
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
					<b>\$: 1170</b>

Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2026 - 06/30/2027	1	\$240.00	\$(56.90)	\$183.10
Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Warner Brothers add-on Publisher	07/01/2026 - 06/30/2027	1	\$716.00	\$(169.75)	\$546.25
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	575	\$14.04	\$(1,454.75)	\$6,618.25

### Platform Services

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 Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(9,656.69)</b>	<b>\$35,778.31</b>
<b>Ramona Elementary School Total</b>				<b>\$(26,411.32)</b>	<b>\$107,334.93</b>

## Robert J. Frank Intermediate School - 274929

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	1,040	\$7.93	\$(1,196.00)	\$7,051.20
myON Student Subscription	07/01/2024 - 06/30/2025	1,040	\$16.22	\$(4,045.60)	\$12,823.20
myON News Student Subscription	07/01/2024 - 06/30/2025	1,040	\$4.33	\$(447.20)	\$4,056.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2024 - 06/30/2025	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2024 - 06/30/2025	1	\$165.00	\$(39.12)	\$125.88
DK: Eyewitness books add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2024 - 06/30/2025	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2024 - 06/30/2025	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00

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Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2024 - 06/30/2025	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	1,040	\$13.00	\$(1,549.60)	\$11,970.40
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(9,343.42)</b>	<b>\$45,024.78</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	1,040	\$8.25	\$(1,528.80)	\$7,051.20
myON Student Subscription	07/01/2025 - 06/30/2026	1,040	\$16.87	\$(4,721.60)	\$12,823.20
myON News Student Subscription	07/01/2025 - 06/30/2026	1,040	\$4.33	\$(447.20)	\$4,056.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2025 - 06/30/2026	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2025 - 06/30/2026	1	\$165.00	\$(39.12)	\$125.88
DK: Eyewitness books add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2025 - 06/30/2026	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Little, Brown: James Patterson add-on Publisher	07/01/2025 - 06/30/2026	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92

Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2025 - 06/30/2026	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	1,040	\$13.52	\$(2,090.40)	\$11,970.40
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(10,893.02)</b>	<b>\$45,024.78</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	1,040	\$8.56	\$(1,851.20)	\$7,051.20
myON Student Subscription	07/01/2026 - 06/30/2027	1,040	\$17.52	\$(5,397.60)	\$12,823.20
myON News Student Subscription	07/01/2026 - 06/30/2027	1,040	\$4.33	\$(447.20)	\$4,056.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Saddleback Books: With Audio Support add-on Publisher	07/01/2026 - 06/30/2027	1	\$1,163.00	\$(275.72)	\$887.28
Orca: High-Low add-on Publisher	07/01/2026 - 06/30/2027	1	\$165.00	\$(39.12)	\$125.88
DK: Eyewitness books add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Arte Publico (English - Grades 7-12) add-on Publisher	07/01/2026 - 06/30/2027	1	\$240.00	\$(56.90)	\$183.10
Little, Brown: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$448.00	\$(106.21)	\$341.79
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43

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Little, Brown: James Patterson add-on Publisher	07/01/2026 - 06/30/2027	1	\$121.00	\$(28.69)	\$92.31
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Reference Point Press: Careers add-on Publisher	07/01/2026 - 06/30/2027	1	\$180.00	\$(42.67)	\$137.33
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	1,040	\$14.04	\$(2,631.20)	\$11,970.40
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(12,432.22)</b>	<b>\$45,024.78</b>
<b>Robert J. Frank Intermediate School Total</b>				<b>\$(32,668.66)</b>	<b>\$135,074.34</b>

## Rose Avenue Elementary School - 274893

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	440	\$7.93	\$(506.00)	\$2,983.20
myON Student Subscription	07/01/2024 - 06/30/2025	440	\$16.22	\$(1,711.60)	\$5,425.20



myON News Student Subscription	07/01/2024 - 06/30/2025	440	\$4.33	\$(189.20)	\$1,716.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00

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myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	440	\$13.00	\$(655.60)	\$5,064.40

### Platform Services

Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
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### Professional Services

Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
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**Quote Year 1 Subtotal** **\$(6,782.69)** **\$30,388.76**

### Quote Year 2

#### Applications

Accelerated Reader Subscription	07/01/2025 - 06/30/2026	440	\$8.25	\$(646.80)	\$2,983.20
myON Student Subscription	07/01/2025 - 06/30/2026	440	\$16.87	\$(1,997.60)	\$5,425.20
myON News Student Subscription	07/01/2025 - 06/30/2026	440	\$4.33	\$(189.20)	\$1,716.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39

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Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	440	\$13.52	\$(884.40)	\$5,064.40
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					

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Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(7,438.29)</b>	<b>\$30,388.76</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	440	\$8.56	\$(783.20)	\$2,983.20
myON Student Subscription	07/01/2026 - 06/30/2027	440	\$17.52	\$(2,283.60)	\$5,425.20
myON News Student Subscription	07/01/2026 - 06/30/2027	440	\$4.33	\$(189.20)	\$1,716.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00

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DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	440	\$14.04	\$(1,113.20)	\$5,064.40
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(8,089.49)</b>	<b>\$30,388.76</b>
<b>Rose Avenue Elementary School Total</b>				<b>\$(22,310.47)</b>	<b>\$91,166.28</b>

## Sierra Linda Elementary School - 274901

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	480	\$7.93	\$(552.00)	\$3,254.40
myON Student Subscription	07/01/2024 - 06/30/2025	480	\$16.22	\$(1,867.20)	\$5,918.40
myON News Student Subscription	07/01/2024 - 06/30/2025	480	\$4.33	\$(206.40)	\$1,872.00
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63

Orca: Picture Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2024 - 06/30/2025	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2024 - 06/30/2025	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2024 - 06/30/2025	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2024 - 06/30/2025	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2024 - 06/30/2025	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2024 - 06/30/2025	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2024 - 06/30/2025	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2024 - 06/30/2025	1	\$375.00	\$(88.91)	\$286.09

# Renaissance

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**Quote**  
**# 3145002**

Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2024 - 06/30/2025	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2024 - 06/30/2025	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2024 - 06/30/2025	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2024 - 06/30/2025	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2024 - 06/30/2025	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2024 - 06/30/2025	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	480	\$13.00	\$(715.20)	\$5,524.80
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(7,061.09)</b>	<b>\$31,769.56</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	480	\$8.25	\$(705.60)	\$3,254.40
myON Student Subscription	07/01/2025 - 06/30/2026	480	\$16.87	\$(2,179.20)	\$5,918.40
myON News Student Subscription	07/01/2025 - 06/30/2026	480	\$4.33	\$(206.40)	\$1,872.00
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2025 - 06/30/2026	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2025 - 06/30/2026	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2025 - 06/30/2026	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2025 - 06/30/2026	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2025 - 06/30/2026	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
					<b>\$1182</b>

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**Quote**  
**# 3145002**

Sourcebooks: Elementary Publisher	07/01/2025 - 06/30/2026	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2025 - 06/30/2026	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2025 - 06/30/2026	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2025 - 06/30/2026	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2025 - 06/30/2026	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2025 - 06/30/2026	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2025 - 06/30/2026	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2025 - 06/30/2026	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2025 - 06/30/2026	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	480	\$13.52	\$(964.80)	\$5,524.80
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(7,776.29)</b>	<b>\$31,769.56</b>
					<b>1183</b>



### Quote Year 3

#### Applications

Accelerated Reader Subscription	07/01/2026 - 06/30/2027	480	\$8.56	\$(854.40)	\$3,254.40
myON Student Subscription	07/01/2026 - 06/30/2027	480	\$17.52	\$(2,491.20)	\$5,918.40
myON News Student Subscription	07/01/2026 - 06/30/2027	480	\$4.33	\$(206.40)	\$1,872.00
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Orca: Picture Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$156.25	\$(37.04)	\$119.21
Bellwether: K-3 add-on Publisher	07/01/2026 - 06/30/2027	1	\$975.00	\$(231.15)	\$743.85
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Homer Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(99.80)	\$399.20
Flowerpot: Early Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48
Flowerpot: World of Wonder add-on Publisher	07/01/2026 - 06/30/2027	1	\$140.00	\$(33.19)	\$106.81
Jump! Bullfrog Books add-on Publisher	07/01/2026 - 06/30/2027	1	\$450.00	\$(106.69)	\$343.31
Red Lemon Press add-on Publisher	07/01/2026 - 06/30/2027	1	\$276.00	\$(65.43)	\$210.57
Open Road: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$340.00	\$(80.61)	\$259.39
Highlights: High Five add-on Publisher	07/01/2026 - 06/30/2027	1	\$525.00	\$(124.47)	\$400.53
Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Sourcebooks: Elementary Publisher	07/01/2026 - 06/30/2027	1	\$285.00	\$(67.57)	\$217.43
Kindermusik add-on Publisher	07/01/2026 - 06/30/2027	1	\$499.00	\$(118.30)	\$380.70
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
DK: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$399.00	\$(94.59)	\$304.41
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93

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Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
National Geographic: Pre-K add-on Publisher	07/01/2026 - 06/30/2027	1	\$375.00	\$(88.91)	\$286.09
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Bellwether: K-3 STEM add-on Publisher	07/01/2026 - 06/30/2027	1	\$999.00	\$(236.84)	\$762.16
Blue Door add-on Publisher	07/01/2026 - 06/30/2027	1	\$345.00	\$(81.79)	\$263.21
Peekapak add-on Publisher	07/01/2026 - 06/30/2027	1	\$650.00	\$(154.10)	\$495.90
Highlights: Spanish Add-On Publisher	07/01/2026 - 06/30/2027	1	\$335.00	\$(79.42)	\$255.58
Highlights: SEL For Upper Elementary	07/01/2026 - 06/30/2027	1	\$600.00	\$(142.25)	\$457.75
Cantata Learning add-on Publisher	07/01/2026 - 06/30/2027	1	\$880.00	\$(208.63)	\$671.37
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	480	\$14.04	\$(1,214.40)	\$5,524.80
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(8,486.69)</b>	<b>\$31,769.56</b>
<b>Sierra Linda Elementary School Total</b>				<b>\$(23,324.07)</b>	<b>\$95,308.68</b>

## Thurgood Marshall Elementary School - 1586919

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	695	\$7.93	\$(799.25)	\$4,712.10
myON Student Subscription	07/01/2024 - 06/30/2025	695	\$16.22	\$(2,703.55)	\$8,569.35
myON News Student Subscription	07/01/2024 - 06/30/2025	695	\$4.33	\$(298.85)	\$2,710.50
Arbordale add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
August House: Little Folk add-on Publisher	07/01/2024 - 06/30/2025	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2024 - 06/30/2025	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$850.00	\$(201.52)	\$648.48
					<b>\$1185</b>



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Highlights: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$550.00	\$(130.39)	\$419.61
Disney add-on Publisher	07/01/2024 - 06/30/2025	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2024 - 06/30/2025	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2024 - 06/30/2025	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2024 - 06/30/2025	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2024 - 06/30/2025	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2024 - 06/30/2025	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2024 - 06/30/2025	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2024 - 06/30/2025	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2024 - 06/30/2025	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2024 - 06/30/2025	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2024 - 06/30/2025	695	\$13.00	\$(1,035.55)	\$7,999.45
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 1 Subtotal</b>				<b>\$(6,305.19)</b>	<b>\$31,865.41</b>
<b>Quote Year 2</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2025 - 06/30/2026	695	\$8.25	\$(1,021.65)	\$4,712.10
myON Student Subscription	07/01/2025 - 06/30/2026	695	\$16.87	\$(3,155.30)	\$8,569.35
myON News Student Subscription	07/01/2025 - 06/30/2026	695	\$4.33	\$(298.85)	\$2,710.50
Arbordale add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
August House: Little Folk add-on Publisher	07/01/2025 - 06/30/2026	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2025 - 06/30/2026	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$850.00	\$(201.52)	\$648.48

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Highlights: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$550.00	\$(130.39)	\$419.61
Disney add-on Publisher	07/01/2025 - 06/30/2026	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2025 - 06/30/2026	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2025 - 06/30/2026	1	\$195.00	\$(46.23)	\$148.77
Flowerpot: Early Learning (Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$207.00	\$(49.08)	\$157.92
Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2025 - 06/30/2026	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2025 - 06/30/2026	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2025 - 06/30/2026	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2025 - 06/30/2026	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2025 - 06/30/2026	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2025 - 06/30/2026	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2025 - 06/30/2026	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2025 - 06/30/2026	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2025 - 06/30/2026	695	\$13.52	\$(1,396.95)	\$7,999.45
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2025 - 06/30/2026	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 2 Subtotal</b>				<b>\$(7,340.74)</b>	<b>\$31,865.41</b>
<b>Quote Year 3</b>					
<b>Applications</b>					
Accelerated Reader Subscription	07/01/2026 - 06/30/2027	695	\$8.56	\$(1,237.10)	\$4,712.10
myON Student Subscription	07/01/2026 - 06/30/2027	695	\$17.52	\$(3,607.05)	\$8,569.35
myON News Student Subscription	07/01/2026 - 06/30/2027	695	\$4.33	\$(298.85)	\$2,710.50
Arbordale add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
August House: Little Folk add-on Publisher	07/01/2026 - 06/30/2027	1	\$155.00	\$(36.75)	\$118.25
August House: Story Cove add-on Publisher	07/01/2026 - 06/30/2027	1	\$110.00	\$(26.08)	\$83.92
Rourke Educational Media: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$850.00	\$(201.52)	\$648.48

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Highlights: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$550.00	\$(130.39)	\$419.61
Disney add-on Publisher	07/01/2026 - 06/30/2027	1	\$970.00	\$0.00	\$970.00
Stan Lee's Kids Universe add-on Publisher	07/01/2026 - 06/30/2027	1	\$72.00	\$(17.07)	\$54.93
Arte Publico (Spanish Elementary) add-on Publisher	07/01/2026 - 06/30/2027	1	\$195.00	\$(46.23)	\$148.77
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Arte Público: Spanish Grades 7-12 add-on Publisher	07/01/2026 - 06/30/2027	1	\$225.00	\$(53.34)	\$171.66
Candlewick Press: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$310.00	\$(73.49)	\$236.51
National Geographic: Readers add-on Publisher	07/01/2026 - 06/30/2027	1	\$558.00	\$(132.29)	\$425.71
myON Classics for MS	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Britannica: Science Encyclopedia (English & Spanish) add-on Publisher	07/01/2026 - 06/30/2027	1	\$304.00	\$(72.07)	\$231.93
Rourke Educational Media: MS add-on Publisher	07/01/2026 - 06/30/2027	1	\$900.00	\$(213.37)	\$686.63
Warner Brothers: Spanish and Bilingual add-on Publisher	07/01/2026 - 06/30/2027	1	\$856.00	\$(202.94)	\$653.06
Santillana: Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$400.00	\$0.00	\$400.00
Santillana: Upper Elementary add-on Publisher	07/01/2026 - 06/30/2027	1	\$230.00	\$0.00	\$230.00
myON Classics - Spanish	07/01/2026 - 06/30/2027	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	07/01/2026 - 06/30/2027	1	\$800.00	\$0.00	\$800.00
Star Essential Suite Subscription	07/01/2026 - 06/30/2027	695	\$14.04	\$(1,758.35)	\$7,999.45
<b>Platform Services</b>					
Annual All Product Renaissance Platform	07/01/2026 - 06/30/2027	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Quote Year 3 Subtotal</b>				<b>\$(8,369.34)</b>	<b>\$31,865.41</b>
<b>Thurgood Marshall Elementary School Total</b>				<b>\$(22,015.27)</b>	<b>\$95,596.23</b>

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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-68 – Dial Security (Mitchell/Miller)**

---

Dial Security will provide Alarm Monitoring and Maintenance Services per the terms and conditions of Bid #22-01 awarded by the Board of Trustees at the Board Meeting of June 21, 2023, and Contract Renewal Letter dated June 7, 2024.

**Term of Agreement: July 1, 2024 through June 30, 2025**

#### **FISCAL IMPACT:**

\$204,372.43 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #24-68 with Dial Security in the amount of \$204,372.43.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-68, Dial Security \(15 Pages\)](#)  
[Renewal Notice \(1 Page\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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: **[delete those not applicable]**

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

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: **[delete those not applicable]**

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 combined single limit

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.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: **[delete those not applicable]**

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

Architects \$1,000,000.00 or \$2,000,000.00

Physicians and medical corporations \$5,000,000.00

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**



## SCHEDULE OF FEES

**FEES:**

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

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

**PAYMENT SCHEDULE:**

Submit invoices monthly to Beatris Magana at [bmagana@oxnardsd.org](mailto:bmagana@oxnardsd.org) and Accounts Payable at [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org)

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

760 West Ventura Blvd.  
Camarillo, CA 93010  
Tel: (805) 389-6700  
Fax: (805) 383-3401

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June 7, 2024

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

To: Lisa Franz

Re: OSD Contract Renewal

Dear MS. Franz,

This letter is to give notice that Dial Security wishes to exercise continuing services of the Alarm Monitoring Services, Maintenance Contract and Fire Monitoring Services from June 30, 2024 through June 30, 2025

The current rate is \$177,958.68. Services added over the 2023-2024 school year were \$925.00 per month, or \$11,100.00 annually. Based upon current inflation rates, the increase will be 8.1%, which will equate to \$204,372.43. This will cover all services currently in place and added through 6/7/2024. Additional services added after this date will be charged in addition to the annual amount.

If you have any questions about the services Dial is providing to the district, please feel free to contact me.

Thank you for the opportunity to continue to work with the district.

Sincerely,

Melissa S. Dundas  
Electronic Security Manager

.....  
*Ventura County's Only Full Service Security Company*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-69 –All Languages Interpreting & Translating Inc. (DeGenna)**

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All Languages Interpreting & Translating Inc. will provide simultaneous interpretation services (English/Spanish) at Board Meetings scheduled during the period of July 1, 2024 through June 30, 2025.

#### **FISCAL IMPACT:**

The rate per meeting will be \$710.00 (for three hours); this is an increase of \$70.00 per meeting over the prior year's rate. Any meeting going over the three hours will be charged at an additional \$236.00 per hour; this is an increase of \$22.67 over the previous year's hourly rate. Total amount for the 2024-2025 fiscal year is not to exceed \$16,800.00, to be paid out of the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #24-69 with All Languages Interpreting & Translating Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agrmt #24-69 - All Languages Interpreting Translating Inc. \(4 pages\)](#)  
[Proposal All Languages \(1 page\)](#)



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

OSD Agreement #24-69

ALL LANGUAGES INTERPRETING AND TRANSLATING, INC.  
LOURDES GONZÁLEZ CAMPBELL  
701 E. SANTA CLARA STREET, SUITE #47 - VENTURA, CALIFORNIA 93001  
805 654-0509 – [LANGUAGE@TRANSLATEVENTURA.COM](mailto:LANGUAGE@TRANSLATEVENTURA.COM) – FACSIMILE 805 293-8524

QUOTE FOR SERVICES

June 18, 2024

Presented to:

MS. LYDIA LUGO DOMINGUEZ  
OXNARD SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
SR. EXECUTIVE ASSISTANT  
1051 SOUTH A STREET  
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings for July 1, 2024 – June 30, 2025.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
  - Fee for two interpreters: First interpreter: \$355.00  
Second interpreter \$355.00  
Total with two interpreters \$ 710.00

This fee covers the first three hours; additional time will be prorated hourly - \$236.00 per additional hour or portion thereof.

Our fee for the services we provide will not change. Our fee is also the same for Zoom with Interpreting sessions.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. We have continued providing interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, and other languages. Our services are mostly used during IEP meetings with parents and students via phone conference, back to school nights, board meetings of parents, either in zoom with interpretation or in person. We have also translated documents for the Special Education Departments of various High Schools in the area in various languages. Each language is quote individually.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-70 – CFW Advisory Services, LLC (DeGenna)**

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It is recommended to extend the District's partnership with CFW Advisory Services, LLC to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions.

**Term of Agreement:** July 1, 2024 through June 30, 2029

#### **FISCAL IMPACT:**

CFW's fee for financial consulting and advisory services is contingent on the sale of bonds, certificates, notes, and other securities and payable from the proceeds generated from such transactions, or the District's construction fund, and does not impact the District's General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #24-70 with CFW Advisory Services, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agrmt. #24-70 \(11 pages\)](#)

**CONTRACT FOR PROFESSIONAL MUNICIPAL ADVISORY SERVICES BY AND  
BETWEEN THE OXNARD SCHOOL DISTRICT AND  
CFW ADVISORY SERVICES, LLC**

This contract (“Contract”) is entered into this 1<sup>st</sup> day of July 2024, and is made by and between CFW Advisory Services, LLC and the Oxnard School District of Ventura County.

**RECITALS**

WHEREAS, the Oxnard School District (hereinafter, “District”), a California Public School District located in Ventura County (hereinafter, “County”), is seeking to enter into a Contract with CFW Advisory Services, LLC. (hereinafter, “CFW”) for professional municipal advisory services for the purpose of issuing municipal securities;

WHEREAS, an affiliate company, Caldwell Flores Winters, Inc., provides professional consultant services for facilities planning and assessments, educational program consulting, State aid grants for the modernization and construction of school facilities, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs;

WHEREAS, the District has contracted under separate agreements with an affiliate company, Caldwell Flores Winters, Inc. for professional consultant services for State aid procurement, and for professional Program Implementation services, and acknowledges such agreements;

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been appraised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, Caldwell Flores Winters, Inc.;

WHEREAS, the District desires to engage CFW for advice, counsel and assistance as its municipal advisor to structure and restructure existing debt, provide interim financing solutions, and issue new debt, all to achieve the short and long-term facilities objectives of the District;

WHEREAS, the District understands that the municipal advisory services provided by CFW are governed by the U.S. Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”);

WHEREAS, CFW is registered with the SEC and the MSRB as a municipal advisor;

WHEREAS, the District has determined that it cannot provide through its own personnel the services to be performed by CFW under this Contract, the services provided by CFW are exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and CFW (hereinafter, “Parties”), the Parties agree as follows:

## CONTRACT

### **I. CONSULTANT SERVICES**

CFW Advisory Services, LLC agrees to provide the District with professional consulting services consisting primarily of municipal advisory services as that term is defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act and rules and regulations adopted by the SEC and the MSRB. Exhibit A to this Contract, incorporated herein by reference, sets forth the Scope of Work to be provided by CFW. CFW does not provide legal, accounting or tax advice with respect to the issuance of municipal securities or the structure thereto. The District will be required to retain the services of Bond Counsel and Disclosure Counsel to advise it with respect to the authority and required disclosures to issue municipal securities, including tax treatment. CFW shall not have any decision-making authority with respect to the issuance of municipal securities, as the District is the sole decision-maker with respect to the process for issuing and selling its municipal securities.

### **II. DISTRICT COOPERATION**

The successful issuance of new debt instruments or refunding of existing debt instruments (hereinafter, the “Transaction”) will require the District to assemble a team of professionals (hereinafter, “Finance Team”) consisting of legal counsel, underwriter, trustee and in some cases a paying agent. The District agrees to retain the Finance Team professionals or authorize the retention of these professionals to complete the transaction. CFW may also request that representatives from the County Office of Education and the County participate at various times during the financing process.

The Transaction requires a review of existing documentation and District information. The issuance process requires a disclosure in the form of an Official Statement that accurately represents District information, debt structure and other related information to the public and the investors. Bond Counsel, Disclosure Counsel, if any, and the Underwriter are responsible for preparing the Official Statement and documents to issue debt.

The District agrees to cooperate with CFW and the Finance Team to provide all the necessary District information, records and data necessary to structure the debt, complete the Official Statement and prepare the transaction documentation. Furthermore, the District agrees to provide CFW and members of the Finance Team the opportunity to consult with District personnel as necessary.

The District further agrees to provide complete and accurate information on a timely basis. The District recognizes that CFW and the Finance Team will be relying on the District’s information without further independent verification for purposes of the structuring of the debt.

### **III. CONFIDENTIALITY OF INFORMATION**

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the

responsibility of the District to make such determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. Subject to that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

#### **IV. TERM**

The Parties have agreed to a term ending on June 30, 2029. The Term of this Contract shall commence upon approval by the Board of Trustees of the Oxnard School District (Governing Board) and execution by the Superintendent and shall continue through this date. The Parties recognize that the long-term consistent management of the District's debt portfolio is an important objective of the Governing Board. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the Governing Board.

#### **V. FEE FOR FINANCIAL ADVISORY SERVICES**

The District agrees to compensate CFW for the professional services contemplated under Article I of this Contract and Exhibit A attached hereto based on the following fee schedule. The fees and expenses shall be payable at the time of the sale of the securities.

##### **A. Services to Establish a General Obligation Bond Program**

The District agrees to compensate CFW a fee of \$35,000.00 to provide financial consultant services to establish a General Obligation Bond Program for the District, as set forth in Exhibit A. The fee shall be payable from legally available funds as determined by the District upon the first sale of bonds subsequent to the execution of this Contract.

##### **B. Services to Issue Municipal Securities/Bonds**

The District agrees to compensate CFW a fee of \$75,000.00 for the services set forth in Exhibit A related to the issuance of municipal securities/bonds, including General Obligation Bonds, Certificates of Participation, and other similar Bond Issuances.

The Fee set forth herein shall be payable solely from proceeds of the sale of the municipal securities, or from any other legally available funds upon the successful completion and sale of the particular instrument contemplated by the Parties.

##### **C. Expenses**

All expenses incurred on behalf of the completion of the approved scope of work by CFW shall be reimbursed at their direct cost plus ten percent (10%) by the District.

## **VI. DISCLOSURE REGARDING POTENTIAL CONFLICTS OF INTEREST**

As a registered municipal advisor CFW is required to disclose to the District potential conflicts of interest and other information regarding CFW's registration, including where to locate CFW's registration information on the SEC's EDGAR system. CFW's required disclosures are included as Exhibit B to this Contract, incorporated herein by reference. Any additional disclosures made by CFW to update the disclosures contained in Exhibit B are also incorporated by reference to this Contract.

## **VII. INTEGRATED CONTRACT**

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto related to Municipal Advisory Services and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract.

## **VIII. TERMINATION**

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default. The Parties may also agree to mutually terminate this Contract by a writing reflecting the agreement.

CFW may withdraw from its representation of the District upon written notice to the District subject to any fiduciary duty or duty of care that may require CFW to continue to represent the District until an appropriate replacement is identified. The timeline for determining an appropriate replacement will depend on the status of the transaction at the time of withdrawal.

## **IX. NOTICES**

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

Oxnard School District  
ATTN: Dr. Ana DeGenna, Superintendent  
1051 South A Street  
Oxnard, CA 93030

CFW Advisory Services, LLC.  
ATTN: Emilio A. Flores, Partner  
2163 Harbor Bay Parkway  
Alameda, CA 94502

**X. DISPUTE RESOLUTION**

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Alameda County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

**XI. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT**

CFW and its employees shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

**XII. PREVAILING LAW**

This Contract shall be interpreted and shall be governed by California law.

**XIII. ASSIGNMENT**

CFW reserves the right to assign this Contract in whole or in part to any successor-in-interest or assignee with the approval of the District. Such approval shall not be unreasonably withheld by the District.

**XIV. ATTORNEY'S FEES**

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

**XV. APPROVAL**

In executing this Contract, persons signing on behalf of CFW or District represent that each has the authority to do so. This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution.



This Contract is hereby agreed to and executed on this 26th day of June, 2024.

**AGREED:**

*Emilio Flores*

---

Emilio A. Flores, Partner  
CFW Advisory Services, LLC.

---

Dr. Ana DeGenna, Superintendent  
Oxnard School District

**EXHIBIT A**  
**SCOPE OF WORK**

CFW agrees to provide the following scope of work for the District:

**I. Services to Establish a General Obligation Bond Program**

In order to establish a general obligation bond program for District consideration, CFW shall provide the following consultant services:

- a. Review the District's assessed valuation history, statutory bonding capacity and tax rates
- b. Review projects and cost estimates provided to CFW by the District
- c. Work with the District to establish a financing plan to meet anticipated needs of the program
- d. Prepare tax rate estimates and proposed issuance schedule for District review
- e. Establish the maximum level of bonded authorization to be undertaken for District review and approval
- f. Assist team members in establishing a bond program, including bond counsel in the preparation of necessary resolutions calling election, establishing required ballot language, project list, as directed by the District
- g. Work with the District to prepare a tax rate statement including the maximum amount of bonds authorized, the estimated tax rates for the bond program, the total repayment amount and the estimated timing of bonds to be sold
- h. Attend necessary meetings as requested by the District to explain the proposed program to staff, the community, and the Board

**II. Services to Issue Municipal Securities**

For all municipal securities financing transactions, CFW shall provide the following professional consulting services related to its obligations as a municipal advisor:

- a. Assist District in selection of consultants and team members ("Finance Team"), including underwriters, as directed by the District
- b. Research and analyze the current market for municipal securities and work with the Finance Team to establish a structure for the issue, review the need for credit enhancement and ratings, and establish a timeline for the bond sale
- c. Prepare rating agency presentation or information packet; assist District staff in preparing for the meeting or conference call with rating analysts if required; schedule and participate in the presentation to analysts, if necessary, and provide follow up responses to the rating agency as required
- d. Work with the financing team to seek credit and procure enhancement, if required to lower borrowing costs

- e. Review the financial aspects of legal documents to confirm that they match proposed financing plan
- f. Work with the financing team to prepare a revenue line to support the amount of municipal securities to be sold, review pre-pricing interest rates and terms by underwriter
- g. Participate in the final pricing and sale of securities to the underwriter, provide a review of the proposed interest rates, and coordinate execution of purchase contract
- h. Prepare a wrap up presentation summarizing the bond sale and attend a board meeting to present the same, if requested by the District as needed
- i. Provide ongoing updates to the District staff and Board, as requested
- j. Assist the staff in the planning for the issuances, as requested

Unless otherwise provided above, CFW is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about CFW provided by CFW for inclusion in such documents.

## EXHIBIT B

### DISCLOSURES REQUIRED BY THE MUNICIPAL SECURITIES RULEMAKING BOARD RULES G-10 & G-42 FROM MUNICIPAL ADVISORS TO MUNICIPAL ENTITY CLIENTS OR OBLIGATED PERSONS

The Municipal Securities Rulemaking Board (MSRB) requires CFW Advisory Services, LLC. (“CFW Advisory Services”), as a registered municipal advisor, to provide written disclosure to Municipal Entity Clients (“Clients”), or potential Clients, about the actual or potential conflicts of interest that may arise during CFW Advisory Services’ representation of a Client as well as other disclosures described below. To the extent any material conflicts of interest arise after the date of this disclosure, CFW Advisory Services will provide information with respect to such conflicts in the form of a written supplement its Clients. Some of this information may already be included in the written contract between CFW Advisory Services and its Clients for municipal advisory services. The specific disclosures are provided in the sections below:

#### **The Form and Basis of Compensation:**

CFW Advisory Services is typically compensated a fixed fee for the provision of municipal advisory services, as is presented in the written contract to provide these services between CFW Advisory Services and its Clients. No revision to that fee structure is proposed by this disclosure. In some cases, the fee amount for a transaction may be adjusted by mutual agreement between CFW Advisory Services and its Clients. In addition, CFW Advisory Services may occasionally use a different form of compensation to provide services. Alternate forms of compensation present a potential conflict of interest; this information is described below:

**Fixed fee:** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor’s fee is contingent upon the successful completion of a financing, as described below. CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services’ interests.

**Hourly fee:** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below. While CFW Advisory Services does not typically provide municipal

advisory services on an hourly fee basis, it may do so from time to time. In such cases, CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services' interests.

**Fee contingent upon the completion of a financing or other transaction:** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services' interests.

**Fee paid under a retainer agreement:** Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above) but may present other issues for client consideration. CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services' interests.

**Fee based upon principal or notional amount and term of transaction:** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation. CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services' interests.

Notwithstanding the above disclosure, CFW Advisory Services is a professional municipal advisory firm that, when retained, holds a fiduciary duty to its Clients, as defined by federal law, to its client and its actions are regulated by the United States Securities and Exchange Commission ("SEC") and the rules promulgated by the MSRB. CFW Advisory Services takes its duty and its responsibilities seriously and encourages you to ask questions and seek clarification when a question arises regarding a transaction or the fee associated with that transaction paid to CFW Advisory Services.

In the event that you have a concern or believe that there is a conflict of interest or breach of the fiduciary relationship, CFW Advisory Services encourages an open dialogue with a member of the senior management or the Managing Partner, Emilio A. Flores, to resolve the concern.

**Description of Any Legal and Disciplinary Events:**

CFW Advisory Services is registered as a “Municipal Advisor Firm” pursuant to Section 15b of the Securities Exchange Act and rules and regulations adopted by the United SEC and the MSRB. As part of this registration, CFW Advisory Services is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving CFW Advisory Services. Pursuant to MSRB Rule G-42, CFW Advisory Services is required to disclose any legal or disciplinary events that are material to the District’s evaluation of CFW Advisory Services or the integrity of its management or advisory personnel.

**Electronic Access to CFW Advisory Services’ Form MA and Each Form MA-I:**

Copies of CFW Advisory Services’ filings with the SEC can currently be found by accessing the SEC’s EDGAR system Company Search Page which is currently available at:

[\[https://www.sec.gov/edgar/searchedgar/companysearch.html\]](https://www.sec.gov/edgar/searchedgar/companysearch.html)

You may find the company’s filings by searching for either CFW Advisory Services, LLC or by our CIK number, which is 0001678293.

**Scope of Work, Means for Termination of the Municipal Advisory Relationship, or Withdrawal from the Municipal Advisory Relationship:**

The Scope of Work to be performed, provisions for the termination of the municipal advisory relationship, or withdrawal from the relationship are stated in the written contract with the District, and no subsequent revisions have currently been made.

**Affiliate Municipal Advisor**

Municipal advisory services may be provided by CFW Advisory Services and/or its affiliate, Caldwell Flores Winters, Inc. Caldwell Flores Winters, Inc. provides municipal advisory services and additional professional consulting services, including planning services, facilities assessments, State Aid services and facilities implementation services that are not municipal/financial advisory services. These services may be solicited from Caldwell Flores Winters, Inc. Upon request, Caldwell Flores Winters, Inc. will provide clients with a proposal, including fees, to provide said services.

**Investor Brochure (MSRB G-10) Disclosures:**

CFW Advisory Services is registered as a Municipal Advisor Firm pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB.

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Approval of Agreement #24-71 – Maxim Healthcare Services Inc. (Fox/Shea)**

---

Maxim Healthcare Services Inc. will provide supplemental staffing to the Expanded Learning Opportunity Program on an “as needed” basis, during the summer and 2024-2025 school year. Supplemental staffing includes: substitute staff support, nursing and para-educator services.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$653,250.00 – ELOP Funds

#### **RECOMMENDATION:**

It is recommended by the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-71 with Maxim Healthcare Services Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-71, Maxim Healthcare Staffing Inc. \(ELOP\) \(15 Pages\)](#)  
[Proposal \(2 pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number



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

3. **NON-EXCLUSIVITY.**

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

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

District, at District'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.

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/Time Sheets to be submitted monthly to [gshea@oxnardsd.org](mailto:gshea@oxnardsd.org); [jorejel@oxnardsd.org](mailto:jorejel@oxnardsd.org), and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Terms are Net 30.

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



Maxim Healthcare Staffing Services in San Luis Obispo, CA proposes the following Enrichment & Specialized Programs support to Oxnard School District with an anticipated start date of June 24th, 2024. Maxim hopes this support will provide consistent, quality and cost effective substitute staff to the district, while allowing Maxim to incur the burden of staff management responsibility, and ensure daily staffing needs are consistently being met for OSD.

## MAXIM SERVICES

Maxim will provide all of the following components as part of our support:

- Manage all efforts for recruitment, onboarding, payroll, and other related training for Maxim staff.
- All day to day staffing adjustments at district’s request, case change facilitation, etc.
- 24/7 On-Call Service (805-489-7276)

## STAFF COST

The following cost table is based on the 180 program days and 30 non-school days. It is assumed we will split the shifts for the 30 non-school days for the para-educators to avoid OT costs. Please note the below amount is a maximum amount based on the District’s request for five Nurses and five para-educators.

### 180 program days (4.5 hrs)

Type	Hourly Rate	Daily Cost	Quantity of Staff	Total cost for 180 days
LVN	\$70	\$315	5	\$283,500
Para-Educator	\$50	\$225	5	\$202,500

### 30 non-school days (9 hrs)

Type	Hourly Rate	OT Rate	Daily Cost	Quantity of Staff	Total cost for 30 days
LVN	\$70	\$105	\$665	5	\$99,750
Para-Educator	\$50	\$75	\$450	5	\$67,500

**Maximum total cost to OSD: \$653,250.00**

# Maxim Healthcare Staffing Services, Inc. – Proposal to Oxnard School District Enrichment & Specialized Program Support 2024-2025

## SUMMARY

Maxim Healthcare appreciates the opportunity to present OSD with this proposal for Nursing and Para-educator services. We are confident in our ability to provide qualified staff quickly and efficiently to help reduce the number of vacancies within the district for these types of positions.

## SAN LUIS OBISPO MAXIM TEAM MEMBERS

- Carina Baldacchino, Business Development Manager  
916-275-2005  
[carbaldac@maxstaffing.com](mailto:carbaldac@maxstaffing.com)
- Mark Wrightson, Director of Business Operations  
805-489-7276  
[mawrights@maxstaffing.com](mailto:mawrights@maxstaffing.com)
- Britney Sayers, Healthcare Recruiter  
805-489-7276  
[brsayers@maxstaffing.com](mailto:brsayers@maxstaffing.com)
- Alexandra Jenks, Healthcare Recruiter  
805-489-7276  
[aljenks@maxstaffing.com](mailto:aljenks@maxstaffing.com)
- Evan House, Healthcare Recruiter  
805-489-7276  
[evhouse@maxstaffing.com](mailto:evhouse@maxstaffing.com)



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Amendment #1 to Agreement #23-106 – Read.Write.Think., LLC (Fox/Cordes)**

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At the Board Meeting of September 6, 2023, the Board of Trustees approved Agreement #23-106 with Read. Write. Think., LLC, in the amount of \$57,200.00, to provide twenty-six days of on-site professional study in literacy consulting form Lemonwood School during the period of August 24, 2023 through June 30, 2024.

Amendment #1, in the amount of \$4,400.00, is required for two additional days of on-site Professional Study in Literacy Consulting, for a new total agreement amount of \$61,600.00.

#### **FISCAL IMPACT:**

\$4,400.00 – Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #23-106 with Read.Write.Think., LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment # 1 \(1 Page\)](#)

[Proposal \(1 Page\)](#)

[Agreement #23-106, Read.Write.Think., LLC \(8 Pages\)](#)

**Amendment #1 to Agreement #23-106 with  
Read.Write.Think., LLC**

At the Board Meeting of September 6, 2023, the Board of Trustees approved Agreement #23-106 with Read.Write.Think., LLC, in the amount of \$57,200.00, to provide twenty-six days of on-site professional study in literacy consulting form Lemonwood School during the period of August 24, 2023 through June 30, 2024.

Amendment #1, in the amount of \$\$4,400.00, is required for two additional days of on-site Professional Study in Literacy Consulting, for a new total agreement amount of \$61,600.00.

**Read.Write.Think., LLC:**

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

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

**Oxnard School District:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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

# INVOICE

Read. Write. Think., LLC  
2020 Delaware Avenue, Apt. 4  
Santa Monica, CA 90404

hello@readwritethinkwithrenee.com  
+1 (315) 264-6883



## Lemonwood School-Oxnard

**Bill to**  
Allison Cordes  
Lemonwood School

**Ship to**  
Allison Cordes  
Lemonwood School

### Invoice details

Invoice no.: 443  
Terms: Net 30  
Invoice date: 06/03/2024  
Due date: 07/03/2024

PO Number: P24-02228  
Vendor Number: 006829/1

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Services (Onsite)</b>	Two (2) additional days of Professional Study 2023-24 SY Grades 3,4,5 with Erin Donelson	2	\$2,200.00	\$4,400.00

**Total** **\$4,400.00**

### Ways to pay



### Note to customer

Net 30  
Thank you!

[View and pay](#)



Oxnard School District

Short-Term Services Agreement

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

R24-02532

P24-02228

Requisition Number

Purchase Order Number

23-106

Contract Number

This Services Agreement (the "Agreement") is made and entered into September 6, 2023 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Read.Write.Think., LLC, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Read.Write.Think, LLC

917-609-8514

Provider

Telephone Number

2020 Delaware Ave., Apt. 4

renee@readwritethinkwithrenee.com/kristimraz12@gmail.com

Street Address

E-mail Address

Santa Monica, CA 90404

84-3625683

City, State, Zip code

Tax Identification or Social Security Number

Services

\*SEE ATTACHED PROPOSAL

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

August 24, 2023 through June 30, 2024

8:00am-5:00pm

Lemonwood School

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ 57,200.00

Other Ancillary Cost, as applicable

\$ 0.00

Total not to Exceed

\$ 57,200.00

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

**Renee Houser**  
\_\_\_\_\_  
Provider Authorized Signer

**Renee Houser** Digitally signed by Renee Houser  
Date: 2023.10.06 17:45:21 -07'00'  
\_\_\_\_\_  
Signature

**10/6/23**  
\_\_\_\_\_  
Date

**Oxnard School District**  
**Lisa A. Franz**  
\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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### **Read.Write.Think., L.L.C**

2020 Delaware Avenue, Suite 4  
Santa Monica, CA 90404  
(917) 609-8514

# Lemonwood ES, Oxnard SD, Professional Study

## 2023-2024

### **OVERVIEW**

#### **Brick & Mortar Residency/Lab Study**

This on-site residency study is customized to fit your school's vision and needs - and includes a trained Read. Write. Think. with Renee team member who will join you on-campus throughout the year to deliver **timely and responsive** professional study.

Every Brick & Mortar Residency looks a little different, but each includes four main tenets:

1. **Lab Study.** Put on your scientist hat and step into the lab with us. Together, we study, examine, and question our practices
2. **Mini-Institutes.** Take the time to achieve schoolwide alignment on your vision and build the capacity of your team.
3. **Personalized Coaching.** Teachers should have a voice in what they are learning. To facilitate this, we spend time one-on-one with your staff and serve as their thinking partner. This allows us to connect with each teacher and help them reach their personal, professional learning goals.
4. **Curriculum Planning/Pacing.** Time to put pen to paper or fingers to keyboard. Curriculum planning days are spent planning out instruction in a way that includes all voices and incorporates best practices.



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Our vision for the 2023-2024 year is to help members of the community reimagine *their* learning lives in ways that bring into focus the identity, and the gifts and talents of its members. We aim to reshape professional study so it brings the joy of learning for *all* at **Lemonwood ES**, including teachers, faculty, caregivers, students, and other members of the community.

## Goals

Support teachers in their understanding of teaching literacy through a professional study in content (what they are teaching), teaching structures (how they are teaching it) and reimagining centering student voice, and choice (why they are teaching it), to raise up a generation of students who advocate for themselves and one another.

## Contact Information

Renee Houser, Founder = [Renee@readwritethinkwithrenee.com](mailto:Renee@readwritethinkwithrenee.com)

Sue Galloway, Executive Assistant = [Hello@readwritethinkwithrenee.com](mailto:Hello@readwritethinkwithrenee.com)

## Investment

Number of Days: Twenty-six (26) days at \$2,200

Total Cost: \$57,200



POLICY NUMBER: 61 SBA BI9406



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001

OXNARD SCHOOL DISTRICT ITS OFFICERS  
AGENTS, DIRECTORS, EMPLOYEES, AND  
AND/OR VOLUNTEERS  
1051 SOUTH A STREET  
OXNARD CA 93030

LOCATION 001 BUILDING 001

LOS ANGELES UNIFIED SCHOOL DISTRICT  
THE BOARD OF EDUCATION OF THE CITY  
THE BOARD OF EDUCATION OF THE CITY OF LOS ANGELES  
333 SOUTH BEAUDRY AVE, 28TH FLOOR  
LOS ANGELES CA 90017

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Personnel Agreement

### **Ratification Amendment #1 to Agreement #23-130 - Action Preparedness Training (Torres/Magaña)**

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On November 15, 2023, the Board of Trustees approved Agreement # 23-130 with Action Preparedness Training, in the amount of \$7,000.00, for CPR/AED and First Aid training for Oxnard School District employees for the 2023-2024 school year.

It is necessary to amend Agreement #23-130 via Amendment #1 in the amount of \$2,672.00 needed to cover an additional training on June 26, 2024, for a revised contract amount of \$9,672.00.

#### **FISCAL IMPACT:**

\$2,672.00 – Safety Credits

#### **RECOMMENDATION:**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Amendment #1 to Agreement #23-130 with Action Preparedness Training.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Proposal \(1 page\)](#)

[Agreement #23-130, Action Preparedness Training \(4 Pages\)](#)

**Ratification of Amendment #1 to Agreement #23-130 with  
Action Preparedness Training  
June 26, 2024**

On November 15, 2023, the Board of Trustees approved Agreement # 23-130 with Action Preparedness Training, in the amount of \$7,000.00, for CPR/AED and First Aid training for Oxnard School District employees for the 2023-2024 school year.

It is necessary to amend Agreement #23-130 via Amendment #1 in the amount of \$2,672.00 needed to cover an additional training on June 26, 2024, for a revised contract amount of \$9,672.00.

**Action Preparedness Training:**

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

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

**Oxnard School District:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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

**Action Preparedness Training**  
**951 Woodland Ave, Ojai CA 93023**  
**(805) 340-6333**

Proposal 2023-2024

April 20, 2024

Action Preparedness Training offers OSHA and EMSA compliant CPR /AED and First Aid training classes to Oxnard School District staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A. ) Class Date and Location: June 26, 2024 McKinna School
- B. ) Cost (lump sum or hourly not to exceed-) \$62  
per OSD staff member

Glenda Mahon-EMT  
Owner

[805] 340-6333



Oxnard School District

Short-Term Services Agreement

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

R24-03127

Requisition Number

P24-02837

Purchase Order Number

23-130

Contract Number

This Services Agreement (the "Agreement") is made and entered into November 15, 2023 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Action Preparedness Training, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Action Preparedness Training

Provider

651 Woodland Ave.

Street Address

Ojai, Ca. 93023

City, State, Zip code

805-340-6333

Telephone Number

ojaicpr@aol.com

E-mail Address

547-15-0830

Tax Identification or Social Security Number

Services

CPR/AED and First Aid training.

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

July 1, 2023 - June 30, 2024

TBD

Various

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ 7,000.00

Other Ancillary Cost, as applicable

\$ 0.00

Total not to Exceed

\$ 7,000.00

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

**Glenda Mahon**  
\_\_\_\_\_  
Provider Authorized Signer

**Glenda Mahon** Digitally signed by Glenda Mahon  
Date: 2023.10.28 13:31:17 -07'00'  
\_\_\_\_\_  
Signature

**10/28/2023**  
\_\_\_\_\_  
Date

**Oxnard School District**  
**Lisa A. Franz**  
\_\_\_\_\_  
Director, Purchasing

*Lisa A. Franz*  
\_\_\_\_\_  
Signature

**11-17-2023**  
\_\_\_\_\_  
Date

**Action Preparedness Training  
951 Woodland Ave, Ojai CA 93023  
(805) 340-6333**

Proposal 2023-2024

March 25, 2023

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A. ) As needed during the 2023-2024 school year,
- B. ) Cost (lump sum or hourly not to exceed-) \$62  
per OSD staff member

Glenda Mahon-EMT  
Owner

[805] 340-6333





Scan the QR code to access the Mercury Customer Portal or mobile app. You can download your digital ID card, file a claim online and more!

## Auto Insurance Identification Card(s)

State law requires that you be able to provide proof of insurance. You can use the card(s) below to show that you are in compliance with state law.

		<b>CALIFORNIA EVIDENCE OF LIABILITY INSURANCE</b>	
POLICY NUMBER: CAAP0000571738		EFFECTIVE DATE: 10/15/2023	EXPIRATION DATE: 04/15/2024
Mercury Insurance Company P.O. BOX 10730, SANTA ANA, CA 92711-0730		NAIC# 27553	
NAMED INSURED: GLENDA C MAHON 951 WOODLAND AVE OJAI, CA 93023-4156		ADDITIONAL DRIVER(S): CHRIS J MAHON CAITLYN MAHON CHRISTOPHER MAHON	
YEAR	MAKE	MODEL	VIN
2001	FOUR WINDS	5000	1GBJG3LJXY1255533
<p><b>TO REPORT A CLAIM, 24 HOURS A DAY, 7 DAYS A WEEK, PLEASE CALL (800) 503-3724</b>          For access to ROADSIDE ASSISTANCE ONLY, please call (866) 519-6478          This insurance complies with CVC Section 16056 or 16500.5</p>			
This card must be carried in the insured motor vehicle for production upon demand. Any alteration will void this card. Any binder or policy issued thereon is void if any check, money order, credit charge, ACH, or other non-cash method of payment is not honored when first presented.			

		<b>CALIFORNIA EVIDENCE OF LIABILITY INSURANCE</b>	
POLICY NUMBER: CAAP0000571738		EFFECTIVE DATE: 10/15/2023	EXPIRATION DATE: 04/15/2024
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NAMED INSURED: GLENDA C MAHON 951 WOODLAND AVE OJAI, CA 93023-4156		ADDITIONAL DRIVER(S): CHRIS J MAHON CAITLYN MAHON CHRISTOPHER MAHON	
YEAR	MAKE	MODEL	VIN
2017	HONDA	PILOT EXLN	5FNYF5H77H8018833
<p><b>TO REPORT A CLAIM, 24 HOURS A DAY, 7 DAYS A WEEK, PLEASE CALL (800) 503-3724</b>          For access to ROADSIDE ASSISTANCE ONLY, please call (866) 519-6478          This insurance complies with CVC Section 16056 or 16500.5</p>			
This card must be carried in the insured motor vehicle for production upon demand. Any alteration will void this card. Any binder or policy issued thereon is void if any check, money order, credit charge, ACH, or other non-cash method of payment is not honored when first presented.			



**Oxnard School District**  
**Certification of Exemption from Workers' Compensation Insurance**

**Action Preparedness Training**

Provider Name

**951 Woodland Ave.**

Street Address

**805-340-6333**

Business Telephone

**CPR/First Aid Training**

Services Provided

Business License Number

**Ojai, CA 93023-4156**

City, State, Zip Code

**ojaicpr@aol.com**

Business E-mail Address

**#23-85/8-23-2023**

Agreement/Contract Date

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

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

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

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

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

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

  
 Provider signature

8/4/23  
 Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #23-170 – Behavior Insights Inc. (DeGenna/Jefferson)**

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Behavior Insights Inc. provided Independent Educational Evaluator services to Oxnard School District, Special Education Department, during the 2023-2024 academic school year. Services included:

- Classroom and Specific Student Consultations
- School District Trainings
- Expert Witness Fees
- Assessments: Includes observation, records review, meeting with staff and parents, writing the report and IEP meeting attendance (up to 4 hours)

**Term of the Agreement:** November 1, 2023 through December 31, 2023

#### **FISCAL IMPACT:**

Not to exceed \$2,500.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-170 with Behavior Insights Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-170, Behavior Insights Inc. \(15 Pages\)](#)  
[Rate Sheet \(1 Page\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number



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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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: [REDACTED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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



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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

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

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

**PAYMENT SCHEDULE:**

Invoices to be submitted monthly to [cgaribay@oxnardsd.org](mailto:cgaribay@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: \_\_\_\_\_

# BEHAVIOR INSIGHTS, INC.

Behavior & Educational Services

TEL: 805.506.3390  
 WWW.BEHAVIORINSIGHTS.NET  
 WWW.SOCIALSKILLSTRAININGACADEMY.COM  
 6345 BALBOA BLVD, SUITE 163, ENCINO, CA 91316

## School District Rate Information

- 1. Classroom and Specific Student Support.....\$275 (hourly rate)
- 2. Inclusion Support Services.....\$250 (hourly rate)
- 3. Half-day Training.....\$1050
- 3. One-Day Training..... \$1800
- 4. Two-Day Training.....\$3500
- 5. Four-Day Training.....\$7000
- 6. Expert Witness.....\$500 (per hour)  
 (Includes: record review, observations, prep, and appearance to testify)
- 7. Functional Behavior Assessment.....\$3500  
 (Includes: record review, observations, interviews, writing the report, and IEP up to 3hrs of IEP attendance)
- 8. School-Based Inclusion Assessment.....\$2500  
 (Includes: record review, observations, interviews, writing the report, and up to 4hrs of IEP meeting attendance)
- 9. Social Skills Assessment.....\$2500
- 10. Individualized Aide Needs Assessment.....\$2000  
 (Includes: record review, observations, interviews, writing the report, and up to 3hrs of IEP meeting attendance)
- 11. ABLLS-R Assessment.....\$3000  
 (Includes: record review, observations, interviews, writing the report, and IEP up 3hrs of IEP meeting attendance)

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #1 to Agreement #23-207 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

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On December 13, 2023, the Board of Trustees approved Agreement #23-207 with Auditory Processing Center of Pasadena, in the amount of \$5,800.00, for performing Assessments on CAPDOTS, including Retest and IEP Reporting for the Oxnard School District Special Education Department during the 2023-2024 school year.

It is necessary to amend Agreement #23-207 via Amendment #1 in the amount of \$5,950.00, to cover additional Assessment and IEP Reporting on April 25, 2024 and May 25, 2024 for a revised contract amount of 11,750.00.

#### **FISCAL IMPACT:**

Not to exceed \$5,950.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-207 with Auditory Processing Center of Pasadena.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Agreement #23-207, Auditory Processing Center of Pasadena \(16 Pages\)](#)



**Ratification of Amendment #1 to Agreement #23-207 with  
Auditory Processing Center of Pasadena  
June 26, 2024**

On December 13, 2023, the Board of Trustees approved Agreement #23-207 with Auditory Processing Center of Pasadena, in the amount of \$5,800.00, for performing Assessments on CAPDOTS, including Retest and IEP Reporting for the Oxnard School District Special Education Department during the 2023-2024 school year.

It is necessary to amend Agreement #23-207 via Amendment #1 in the amount of \$5,950.00, to cover additional Assessment and IEP Reporting on April 25, 2024 and May 25, 2024 for a revised contract amount of \$11,750.00.

**Auditory Processing Center of Pasadena:**

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

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

**Oxnard School District:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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



SERVICES AGREEMENT

R24-03854
Requisition Number

P24-03537
Purchase Order Number

23-207
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 13th day of December, 2023 by and between Oxnard School District (hereinafter referred to as "District") and Auditory Processing Center of Pasadena (hereinafter referred to as "Provider.")

PROVIDER.

Auditory Processing Center of Pasadena
Provider
28720 Roadside Drive, #356
Street Address
Agoura Hills, CA 91301
City, State, Zip code

626-793-8711
Telephone Number
Fax Number
apcpasadena@gmail.com
E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

23-207
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 December 14, 2023, and terminate on June 30, 2024. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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:

Oxnard School District

District

Attn: Danielle Jefferson

1051 South A Street

Street

Oxnard, CA 93030

City, State, Zip Code

Auditory Processing Center of Pasadena

Provider

Attn: Dr. Bea Braun

28720 Roadside Drive, #356

Street

Agoura Hills, CA 91301

City, State, Zip Code

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: Lisa A. Franz  
Signature

Lisa A. Franz  
Name

Director, Purchasing  
Title

Auditory Proc. Ctr. of Pasadena  
Provider

Bea Braun  
Signature

Bea Braun  
Name

Owner/Audiologist  
Title

# STATEMENT OF WORK

## DESCRIPTION OF WORK:

Perform assessments on CAPDOTS including retest and IEP reporting for the Special Education Department during the 2023-2024 school year.

## WORK SCHEDULE:

Per District Calendar

**23-207**

Contract Number

## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ <u>5,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>5,000.00</u>
Deposit	\$ <u>-----</u>
Balance Due after Completion of Services	\$ <u>-----</u>

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

**PAYMENT SCHEDULE:**

Submit invoices monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [cgaribay@oxnardsd.org](mailto:cgaribay@oxnardsd.org).  
Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A



**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: December 13, 2023

Provider: Auditory Processing Center of Pasadena

**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.

Bea Braun / Owner  
Name/ Title of Authorized Representative

Bea Braun 1-17-24  
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.

Bea Braun / Owner  
Name/ Title of Authorized Representative

Bea Braun 1-17-24  
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: 





**AUDITORY PROCESSING CENTER  
(AGOURA HILLS-PASADENA-SANTA BARBARA)**

Bea Braun, Au.D., F-AAA  
Educational Audiologist

226 E. Canon Perdido St., Suite K  
Santa Barbara, CA 93101  
(626)793-8711

28720 Roadside Dr., Suite 335  
Agoura Hills, CA 91301  
[www.auditoryprocessingctr.com](http://www.auditoryprocessingctr.com)

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7-1-22

The following are my rates for a (central) auditory processing evaluation which includes a records review of both school-based and private assessments:

\$2600.00 per evaluation – includes an audiological evaluation, central auditory processing evaluation, and report. I do not provide a classroom observation.

IEP Attendance – attend via phone/online \$300 flat fee for any part of the first hour. If I'm required to block off a certain amount of time for the IEP, then the charge is \$300 per hour for the amount of time blocked (e.g., if the IEP is from 1:00-3:00, but ends at 2:45 the charge is \$600). If the IEP runs over the allotted time, the fee is \$300 for any part of the next hour. I require a 12-hour cancellation notice for an IEP or there will be the minimum charge of \$300.

All testing is completed in my office. I do not provide transportation. The parent brings the child to my office and they remain in the office space the entire time. I do not provide translation in other languages.

TAX ID# 20-5906695

*Bea Braun*

Bea Braun, Au.D., F-AAA, AU-1469  
Educational Audiologist  
AU-1469

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

### **Ratification of Agreement #23-234 – Clinicas Del Camino Real Inc. (Fox/Nocero)**

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Clinicas Del Camino Real Inc. will provide dental preventative services to students in grades TK-8th in the Oxnard School District. Oxnard School District may refer students and their families to Clinicas Del Camino Real Inc. for services including, but not limited to, dental care.

**Term of Agreement:** January 18, 2024 – June 30, 2025

#### **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 Agreement #23-234 with Clinicas Del Camino Real Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-234, Clinicas del Camino Real Inc. \(15 Pages\)](#)  
[Scope of Work \(1 Page\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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	\$ 1,000,000.00	\$ 2,000,000.00

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

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

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

Personal vehicles: \$ 500,000.00 combined single limit or  
\$100,000.00 per person / \$300,000.00 per accident  
Commercial vehicles: \$1,000,000.00 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.

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

Physicians and medical corporations \$5,000,000.00

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

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



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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

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

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

**PAYMENT SCHEDULE:**

N/A

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



**Scope of Work**  
**Oxnard School District and Clinicas Del Camino Real, Incorporated**

Clinicas Del Camino Real, Incorporated, (Clinicas) would like to provide dental preventative services at Oxnard School District (OSD) for students in the TK-8<sup>th</sup> grades in the Oxnard School District free of charge. OSD may refer students and their families to Clinicas for services including but not limited to dental care. The staff at Clinicas is committed to providing students the best possible service. Our goal is to establish a seamless system of services so that all OSD students and their families have easy access to all providers of care.

**Scope of Work**

1. Provide a mobile clinic, a dentist, and support staff to complete dental screenings and fluoride application treatments.
2. Provide follow-up care to any participant whose assessment indicates a need.

Term. January 18, 2024, through June 30, 2025.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Amendment #1 to Agreement #23-243 – Disciplina Positiva, Inc. (Fox/Blevins)**

---

On February 7, 2024, the Board of Trustees approved Agreement #23-243 with Disciplina Positiva, Inc. in the amount of \$7,000.00, to provide parent workshops in a series of 6-week consecutive sessions from February 8, 2024 through March 21, 2024, at Kamala School.

It is necessary to amend Agreement #23-243 via Amendment #1 in the amount of \$7,000.00, to cover an additional 6-week consecutive session held April 25, 2024 through May 30, 2024, for a revised agreement amount of \$14,000.00.

#### **FISCAL IMPACT:**

Not to Exceed \$7,000.00 – Title 3

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Kamala School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #23-243 with Disciplina Positiva, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Agreement #23-243, Disciplina Positiva, Inc. \(6 Pages\)](#)

**Ratification of Amendment #1 to Agreement #23-243 with  
Disciplina Positiva, Inc.  
June 26, 2024**

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It is necessary to amend Agreement #23-243 via Amendment #1 in the amount of \$7,000.00, to cover an additional 6-week consecutive session held April 25, 2024 through May 30, 2024, for a revised agreement amount of \$14,000.00.

**Disciplina Positiva, Inc.:**

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

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

**Oxnard School District:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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



Oxnard School District

Short-Term Services Agreement

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

R24-04265
Requisition Number

P2403903
Purchase Order Number

23-243
Contract Number

This Services Agreement (the "Agreement") is made and entered into February 7, 2024 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District) and Disciplina Positiva Inc., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Disciplina Positiva Inc.
Provider
1215 N. Earl Circle
Street Address
Anaheim, CA 92806
City, State, Zip code

(714)345-7029
Telephone Number
l.orozco@disciplinapositiva.org
E-mail Address
Tax Identification or Social Security Number

Services

\*SEE ATTACHED PROPOSAL

Table with 3 columns: Description of Services, Date(s) of Service, Hour(s) of Service, Location. Row 1: February 8, 2024 through March 31, 2024, TBD, TBD.

Fees

Table with 2 columns: Description, Amount. Rows: Compensation for Services (\$7,000.00), Other Ancillary Cost, as applicable (\$0.00), Total not to Exceed (\$7,000.00).

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

Liseth Orozco  
Provider Authorized Signer

  
Signature

01/12/24  
Date

**Oxnard School District**  
Lisa A. Franz  
Director, Purchasing

  
Signature

2-8-2024  
Date



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## Proposal

**Date:** December 19, 2023

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

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

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

**Facilitator:** Positive Discipline Certified Parent Educator

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

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

**Prepared by:** Disciplina Positiva, Inc

# INVOICE

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

L.crozco@disciplinapositiva.org  
(714) 345-7029  
www.disciplinapositiva.org



**DISCIPLINA  
POSITIVA**

Educating with Love, Dignity & Respect

Oxnard School District:Kamala School

**Bill to**

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

**Ship to**

Kamala School  
634 W Kamala St  
Oxnard, CA 93033

**Invoice details**

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

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

Thank you for your partnership!

**Note to customer**

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

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #23-308 - 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:

JM111710	\$24,475.00	Term: March 23, 2024 – June 30, 2024
MA102113	\$23,225.00	Term: March 17, 2024 – June 30, 2024
SR112811	\$23,500.00	Term: March 30, 2024 – June 30, 2024

**FISCAL IMPACT:**

\$71,200.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-308 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement , VCOE SCP Services 23-24 \(3 Students\) \(9 Pages\)](#)



### INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 03/20/2024 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



4.15.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

LEA Business Office Administrator

Signature

Date

**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 03/23/2024 and terminate on 06/30/2024  
 This agreement reflects the information in the student's IEP dated 3/20/2024.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>25,475.00</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, JM111710 , a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided in the classroom for 240 minutes daily and during transportation for 60 minutes daily for a total of 300 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

**WORK SCHEDULE (if applicable):**

Please see the Foster Middle School Calendars for the 23-24 School Years on the VCOE website at [www.vcoe.org/special-education/calendars](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 03/14/2024 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**  4.15.24  
 VCOE Executive Director, Student Services VCOE Signature Date

**Lisa Cline**  
 VCOE Executive Director Internal Business Services VCOE Signature Date

**Local Educational Agency Approval**

\_\_\_\_\_  
 LEA Business Office Administrator Signature Date



**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 03/17/2024 and terminate on 06/30/2024  
This agreement reflects the information in the student's IEP dated 3/14/2024.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>23,225.00</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, MA102113 , a Special Education pupil who is a resident of LEA and currently attends Dwire School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 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 Dwire 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 03/27/2024 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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**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.

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**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

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**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

<b>Holly Minear</b>		5.14.24
VCOE Executive Director, Student Services	VCOE Signature	Date

<b>Lisa Cline</b>		
VCOE Executive Director Internal Business Services	VCOE Signature	Date

**Local Educational Agency Approval**

LEA Business Office Administrator	Signature	Date
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**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 03/30/2024 and terminate on 06/30/2024  
This agreement reflects the information in the student's IEP dated 3/27/2024.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>23,500.00</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, SR112811, 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) in the classroom 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 23-24 School Years on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

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

**Ratification of Allocations of Contractor Contingency #15 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "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 also 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), (2) Sublease Payments in the amount of \$173,660 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. There are also Allowances included in the GMP for specific purposes. The total Contractor Contingency Allowance is in the amount of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document lists all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Contractor Contingency Allocation Approval: This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Six Hundred Eleven Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$611,999.99) leaving a fund balance of One Hundred Eighty-Five Thousand

Six Hundred Sixty-Seven Dollars and One Cent (\$185,667.01).

**FISCAL IMPACT:**

None

**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 the Allocation #15 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

**ADDITIONAL MATERIALS:**

**Attached:** [Contractor Contingency Allocation #15 - Balfour Beatty Construction LLC \(2 Pages\)](#)



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: 06/26/2024

Contractor Contingency Approval NO. 15

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 CONTRACTOR CONTINGENCY SUM PER GMP.....	\$ 797,667.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ (448,182.25)
ADJUSTED CONTINGENCY SUM.....	\$ 349,484.75
<b>NET CHANGE – ALLOCATION #15</b> .....	<b>\$ (163,817.74)</b>
Total Allocations to Date: .....	\$ (611,999.99)
<b>ADJUSTED CONTINGENCY SUM THROUGH NO #15.....</b>	<b>\$ 185,667.01</b>

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

Total Contractor Contingency Allocation Approval No. 15 ..... \$163,817.74

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Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	CDR #117 R2 – Added electrical in Bldg A due to casework deletions				\$9,064.00
2.	CDR #78 R2 – Adjusted and relocated electrical outlets and fixtures				\$22,906.00
3.	CDR #124 R1 – Change elevator wall graphic				\$11,000.00
4.	CDR #80 R1 – Revise power/data outlet locations per ASI 20R				\$43,832.00
5.	CDR #52 R2 – Reframe opening for prometheum backing				\$11,172.00
6.	CDR #128 R3 – Relocate pedestal drinking fountain				\$2,902.00
7.	CDR #162 R2 – Bldg C stucco repair				\$25,555.74
8.	CDR #173 R1 – Bldg B added column curbs				\$1,550.00
9.	CDR #174 – Weed removal				\$13,875.00
10.	CDR #176 – Trench rental plates due to delay to off-site improvement approval				\$8,528.00
11.	CDR #172 – Kitchen cart graphics				\$3,075.00
12.	CDR #175 – Labor and material to remove wire from disconnect at elevator				\$10,358.00
	Totals				\$163,817.74

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Oxnard School District 2024-2025 Local Control Accountability Plan (Fox)**

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The Board of Trustees will receive a presentation on the Oxnard School District 2024-2025 Local Control Accountability Plan (LCAP). Following the presentation, it is recommended that the Board approve the LCAP, as presented.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Oxnard School District 2024-2025 Local Control Accountability Plan (LCAP).

#### **ADDITIONAL MATERIALS:**

**Attached:** [2024-2025 LCAP Presentation \(Fox\).pdf](#)

[2024-2025 LCFF Budget Overview for Parents \(3 pgs\).pdf](#)

[2024-2025 Local Performance Indicator Self-Reflection \(16 pgs\).pdf](#)

[2024-2025 LCAP \(283 pgs\).pdf](#)

# Local Control Accountability Plan (LCAP)

June 26, 2024



# Introduction & Background

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What is the Local Control Accountability Plan?

The LCAP is a three-year plan that describes a school district's goals, actions, services, and expenditures to support positive student outcomes and address state and local priorities.

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It is updated annually and requires input from various educational partner groups, including parents, students, teachers, and community members.

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The LCAP is a critical part of California's Local Control Funding Formula (LCFF), which provides flexibility in how funds are used to meet student needs.

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# Key Changes & Updates from the 2023-24 LCAP

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Alignment to OSD EMPOWERS

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Five Goals

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Redistribution of Actions

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# Developing the New LCAP

Convened a group of educational partners including families, staff, and community to analyze data and review student needs

- Review existing federal, state, and district policies and laws, including the EL Roadmap & the district's Strategic Plan
- Reviewed LCAP goals, actions, and services from the previous year
- Determined which goals, actions, and services will continue
- Aligned the district's strategic plan actions to those of the LCAP



# Engaging Educational Partners

- Diverse Perspectives
- Expertise and Insights
- Improved Effectiveness
- Transparency and Accountability



# Sections of the 2024-2025 LCAP

- I. 2023-2024 Annual LCAP Update
- II. 2023-2024 Local Indicator Results
- III. 2024-2025 Budget for Parents Overview (BOP)
- IV. 2024-2025 Goals and Actions



# LCAP Goal 1 – Description

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The Oxnard School District will ensure all students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.

2023-24  
LCAP  
Annual  
Update



# LCAP Goal 1 – Metrics

## 2023-24 LCAP Annual Update

Metric	Baseline 2018-2019	Desired Outcome for 2023-24	2023-24 Update
Fully Credentialed Teachers	100 %	100 %	88.5%
Implementation of CA Standards	3/5	5/5	4/5
SBAC ELA	29.73%	45%	29%
SBAC Mathematics	17.24%	23%	18%
CA Dashboard ELA	50.6 Distance from Met	11 Distance from Met	57.2 Distance from Met
CA Dashboard Math	87.2 Distance from Met	99 Distance from Met	90.8 Distance from Met

## LCAP Goal 2 – Description

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The Oxnard School District will ensure all students will continue to be provided with programs and services that contribute to their well-being, safety, and connectedness.

2023-24  
LCAP  
Annual  
Update

# LCAP Goal 2 – Metrics

## 2023-24 LCAP Annual Update

Metric	Baseline 2018-2019	Desired Outcome for 2023-24	2023-24 Update
Panorama: Student Survey (Sense of Belonging)	Grade 3 – Grade 6 67.6% Grade 6 – Grade 8 57.58%	Grade 3 – Grade 6 90% Grade 6 – Grade 8 90%	Grade 3 – Grade 6 67% Grade 6 – Grade 8 44%
Attendance Rates	96.05%	98%	93.15%
Suspension Rates	3.2%	.5%	4.7%
Expulsion Rates	.02%	0%	.036%

# LCAP Goal 3 – Description

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

2023-24  
LCAP  
Annual  
Update

# LCAP Goal 3 – Metrics

## 2023-24 LCAP Annual Update

Metric	Baseline	Desired Outcome for 2023-24	2023-24 Update
Panorama: Family Survey	Families 85% Responded Favorably	Families 85% Responded Favorably	Families 54% Responded Favorably
Panorama: Staff Survey	Staff 70% Responded Favorably	Staff 70% Responded Favorably	Staff 88% Responded Favorably

# LCAP Goal 4 – Description

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

2023-24  
LCAP  
Annual  
Update

# LCAP Goal 4 – Metrics

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Metric	2020-21 Baseline	Desired Outcome for 2023-24	2023-24 Update
Facilities Inspection: State Priority	Good Repair Standard	Good Repair Standard	Good Repair Standard

# State Priorities

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Priority 1: Basic Services and Conditions

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Priority 2: Implementation of State Academic Standards

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Priority 3: Parent and Family Engagement

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Priority 4: Pupil Achievement

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Priority 5: Pupil Engagement

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Priority 6: School Climate

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Priority 7: Access to a Broad Course of Study

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Priority 8: Other Student Outcomes

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# Local Indicators Reporting Results

Priority 1: Basic Services and Conditions- Met

Priority 2: Implementation of Academic Standards- Met

Priority 3: Parent and Family Engagement- Met

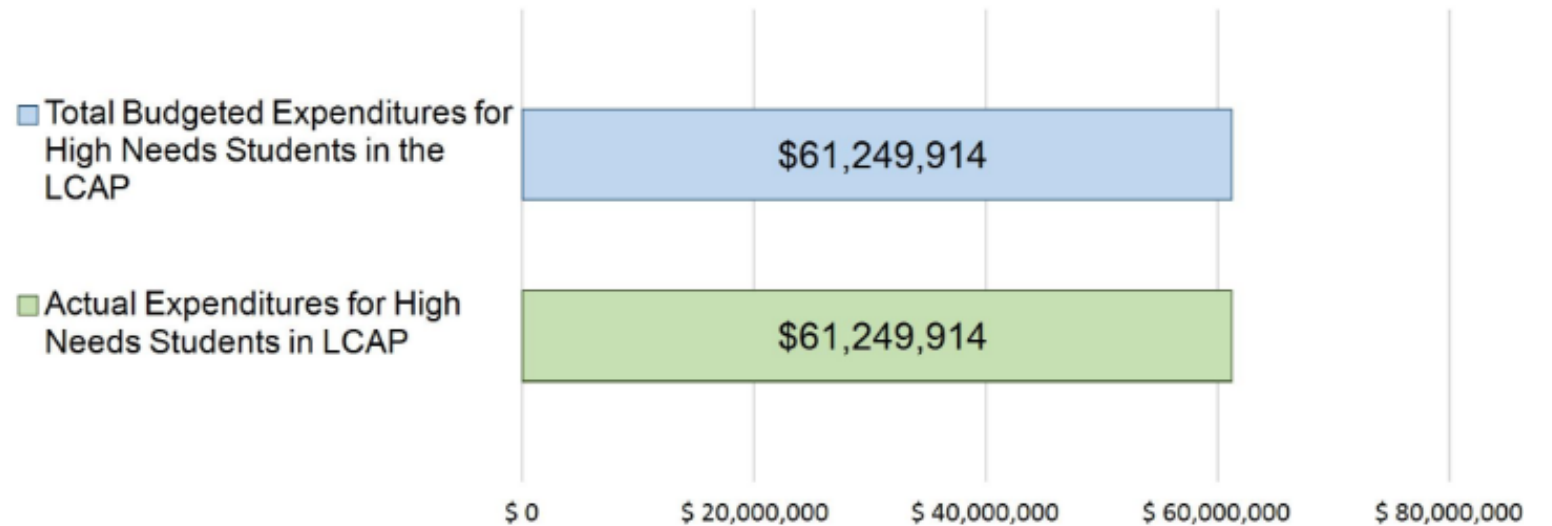
Priority 6: School Climate- Met

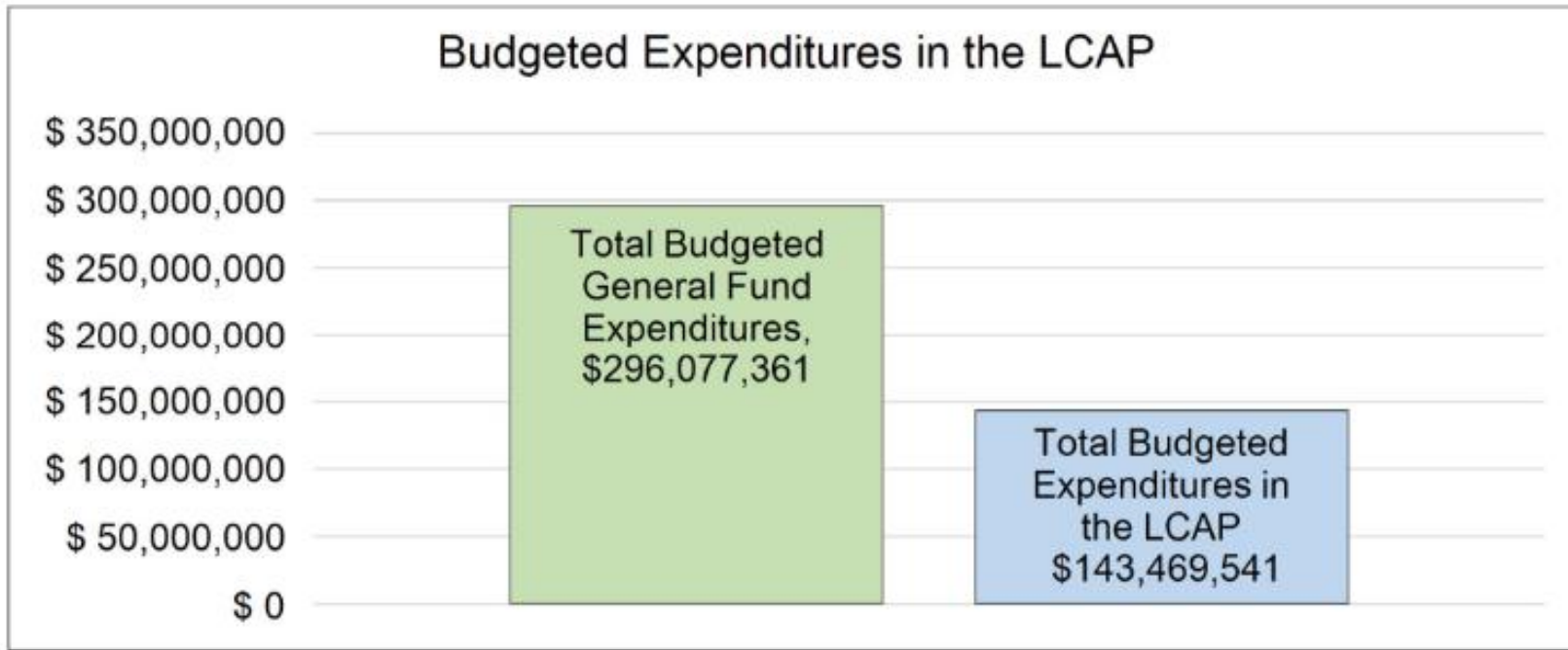
Priority 7: Access to a Broad Course of Study- Met



# Update on Increased or Improved Services for High Needs Students in 2023-24

Prior Year Expenditures: Increased or Improved Services for High Needs Students





In 2024-25, the district is projecting \$58,685,033 LCFF funding based on the enrollment of foster youth, English learners, and low-income students

## 24-25 Budget for Parent Overview (BOP)

# LCAP 24-25

**Goal 1:** Student Academic Engagement and Achievement: Dramatically accelerate student academic engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices.

(SP 1.1) HIGH INTELLECTUAL PERFORMANCE

(SP 1.2) STRENGTHENING INSTRUCTION & STUDENT ENGAGEMENT

(SP 1.3) STUDENT PROFILE-DRIVEN LESSON DESIGN

(SP 1.4) MULTILINGUALISM

(SP 1.5) TECHNOLOGY

# Metrics: Goal 1

- SBAC Mathematics
- CA Science Test
- ELPAC
- Reclassification Rate
- Physical Fitness Test
- Local Indicators
  - Implementation of CA Standards
  - SBAC English Language Arts
  - Access to a Broad Course of Study



# LCAP 24-25

**Goal 2:** Learning Environment and 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 21<sup>st</sup>-century success.

(SP 2.1) MULTI-TIERED SYSTEM OF SUPPORT (MTSS)

(SP 2.2) ACCESS, EQUITY, & INCLUSION

(SP 2.3) RESTORATIVE PRACTICES

(SP 2.4) AFFIRMING LEARNING ENVIRONMENT & RELATIONSHIPS

(SP 2.5) FACILITIES & GROUNDS

# Metrics: Goal 2

- Basic Services: Facilities in Good Repair
- School Attendance Rates
- Middle School Dropout Rates
- Pupil Expulsion Rates
- CA Dashboard
  - ELA
  - Mathematics
  - EL Progress
  - Science
  - Suspension Rates
  - Chronic Absenteeism





# LCAP 24-25

**Goal 3:** Guidance and Support to Sites and 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 students reach high levels of academic excellence, multilingual achievement, global competency, and healthy identity development, agency, and voice.

(SP 3.1) CULTURE OF EMPOWERMENT

(SP 3.2) PROFESSIONAL LEARNING & SUPPORT

(SP 3.3) RECOGNITIONS

(SP 3.4) STUDENT ASSESSMENT

(SP 3.5) SUPPORT TO SITES



# Metrics: Goal 3

- Panorama: Staff Survey
- Pathway to Biliteracy
- STAR Assessment
  - English Reading
  - Spanish Reading
  - Mathematics
  - Early Literacy
- CA Local Indicators
  - Implementation of Standards
  - Professional Development



# LCAP 24-25

**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 students, as defined by the Oxnard Student Profile.

4.1 STUDENT PROFILE ALLIANCES

4.2 FAMILY ENGAGEMENT & SUPPORT

4.3 PARENT/FAMILY RESOURCES

4.4 COMMUNITY PARTNERSHIPS & RELATIONSHIP BUILDING

4.5 HIGHER EDUCATION

4.6 FAMILY/COMMUNITY COMMUNICATIONS

# Metrics: Goal 4

- Local Indicators
  - Family Participation
- Panorama: Family Survey
  - Parent Involvement
  - Parental Participation



# LCAP 24-25

**Goal 5:** Transformational Leadership and 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; facilitate strategic plan implementation; monitor progress and assess effectiveness and sustainability; and position the district as a leader in equitable and excellent education.

(5.1) STRATEGIC PLAN IMPLEMENTATION

(5.2) DISTRICTWIDE COHERENCE

(5.3) ACCOUNTABILITY & PROGRESS MONITORING

(5.4) HUMAN CAPITAL

(5.5) COMMUNICATIONS

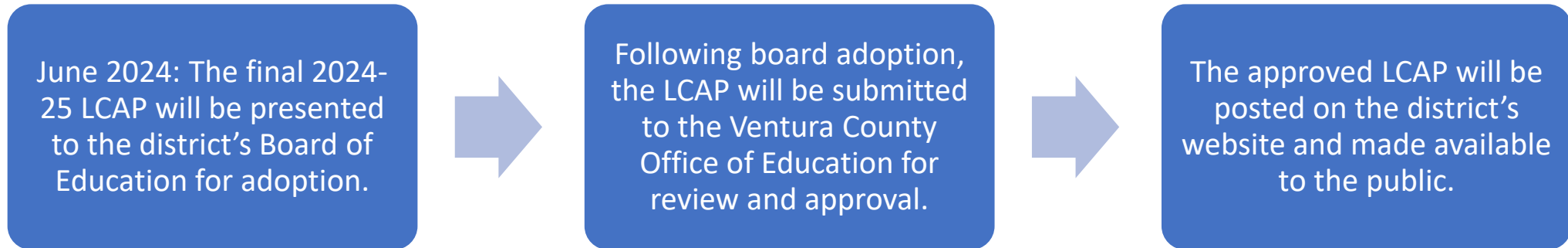
(5.6) FINANCE & TECHNOLOGY INFRASTRUCTURE

# Metrics: Goal 5

- Local Indicators
  - Properly Credentialed Teachers
  - Facilities in Good Repair
  - Master Schedules



# Next Steps & Timeline



# Questions & Answers



# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Oxnard School District

CDS Code: 56-72538-0000000

School Year: 2024-25

LEA contact information:

Dr. Anabolena DeGenna

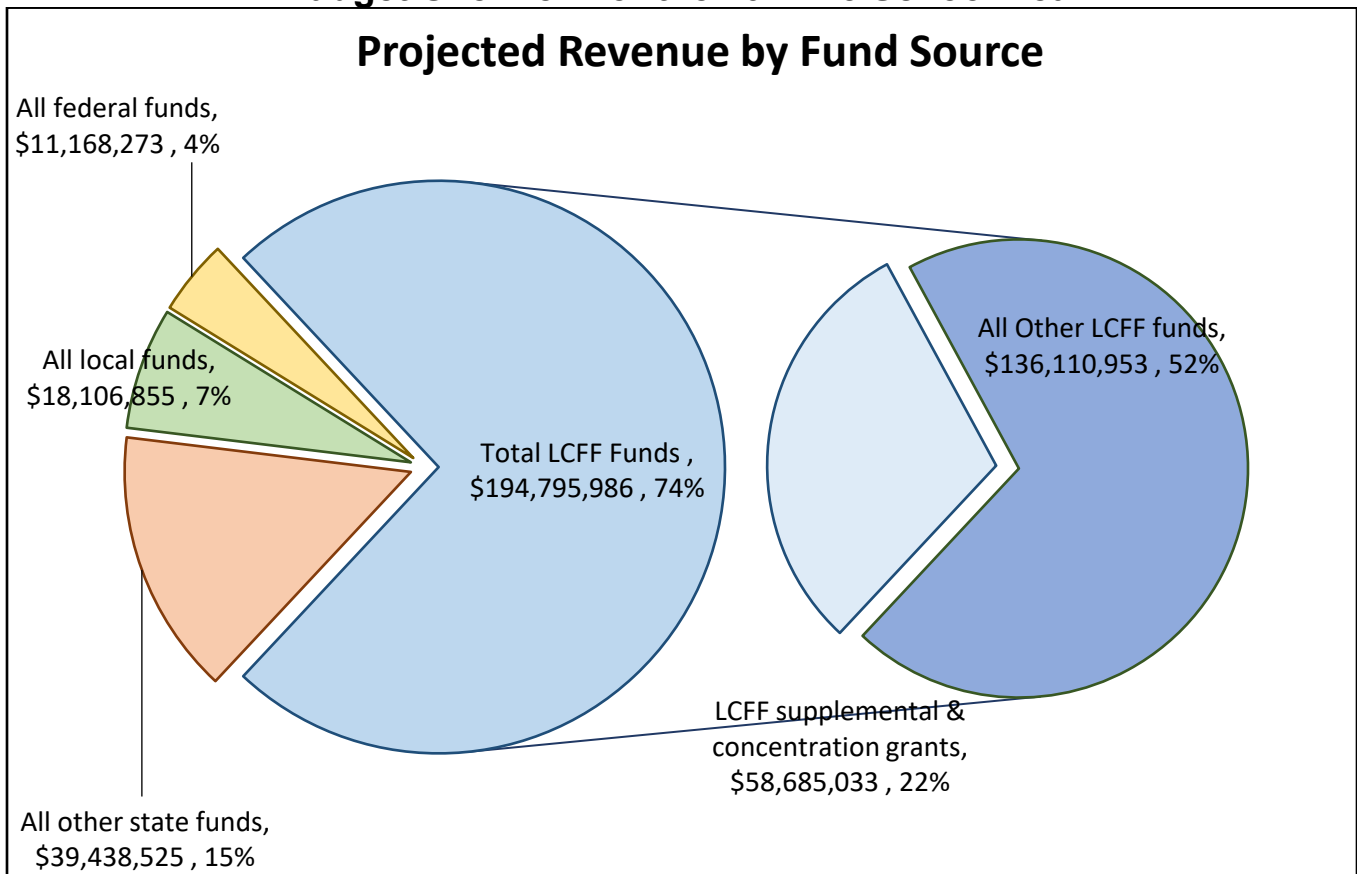
Superintendent

adegenna@oxnardsd.org

(805) 385-1501

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

## Budget Overview for the 2024-25 School Year



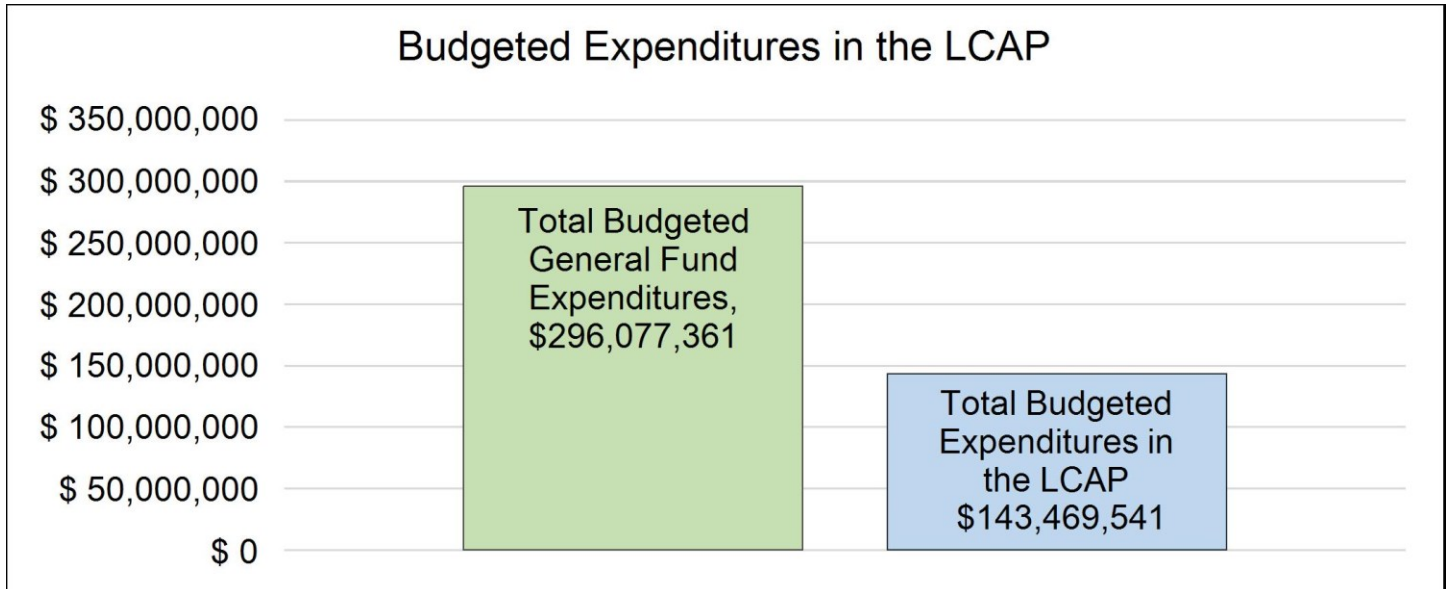
This chart shows the total general purpose revenue Oxnard School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Oxnard School District is \$263,509,639, of which \$194,795,986 is Local Control Funding Formula (LCFF), \$39,438,525 is other state funds, \$18,106,855 is local funds, and \$11,168,273 is federal funds. Of the \$194,795,986 in LCFF Funds, \$58,685,033 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).



# LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Oxnard School District plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Oxnard School District plans to spend \$296,077,361 for the 2024-25 school year. Of that amount, \$143,469,541 is tied to actions/services in the LCAP and \$152,607,820 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

The 2024-2025 LCAP will include actions funded through various sources, including LCFF, federal, state, and local funding. All actions will be aligned with the district's strategic plan.

As the Oxnard School District implements its adopted strategic plan, Oxnard EMPOWERS, it will align LCAP goals and actions with those outlined in the district's strategic plan. The 2024-2025 LCAP will include goals and actions not funded by LCFF and therefore, those goals will not be considered contributing or measured for the purposes of this plan.

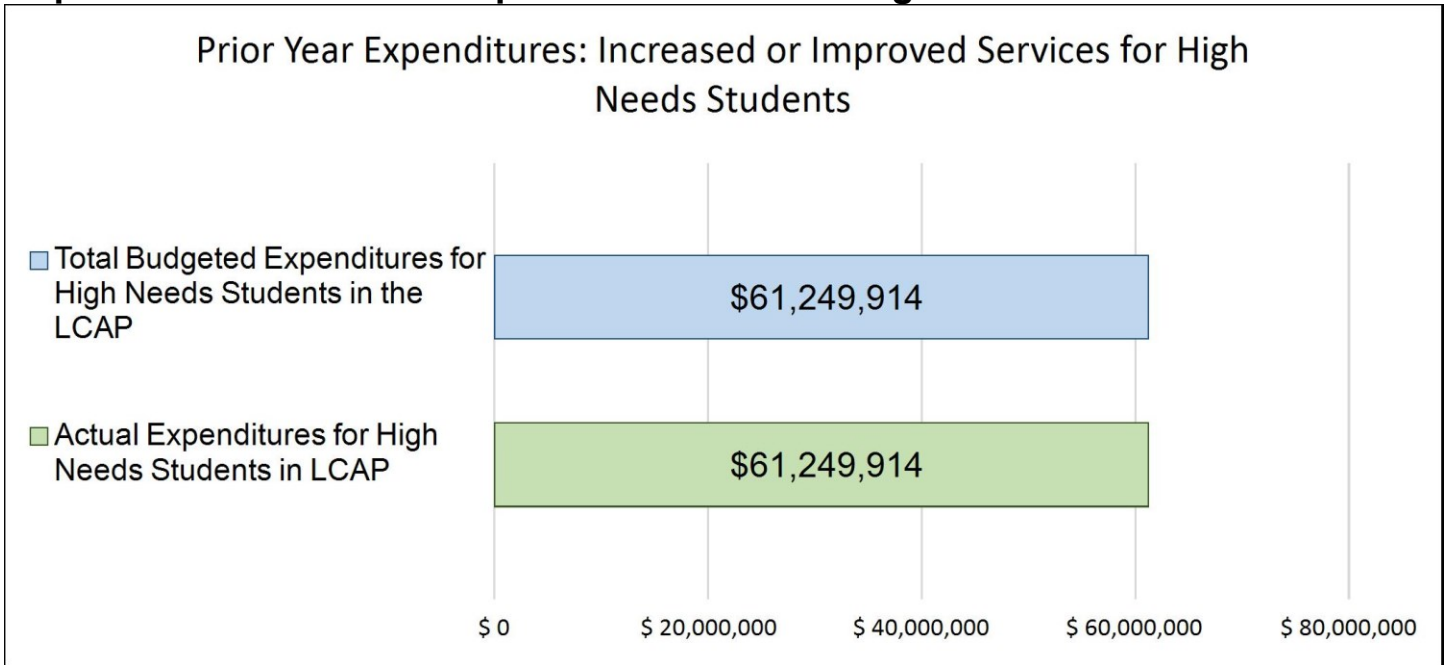
For those goals and actions funded by LCFF and additional funding sources, metrics will be used to monitor implementation, reflecting progress towards Oxnard EMPOWERS and incorporating identified research-based practices. Additionally, the equity study conducted by Orenda will provide insights to assess and identify actions and metrics for inclusion in the Oxnard School District's 2024-2025 Local Control Accountability Plan

## Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Oxnard School District is projecting it will receive \$58,685,033 based on the enrollment of foster youth, English learner, and low-income students. Oxnard School District must describe how it intends to increase or improve services for high needs students in the LCAP. Oxnard School District plans to spend \$58,685,033 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2023-24



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

The text description of the above chart is as follows: In 2023-24, Oxnard School District's LCAP budgeted \$61,249,914 for planned actions to increase or improve services for high needs students. Oxnard School District actually spent \$61,249,914 for actions to increase or improve services for high needs students in 2023-24.



## 2024-25 Local Performance Indicator Self-Reflection

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

### Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

### Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

### Local Indicators

The local indicators address the following state priority areas:

#### **Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)**

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

## **Implementation of State Academic Standards (LCFF Priority 2)**

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

### **Parent and Family Engagement (LCFF Priority 3)**

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

### **School Climate (LCFF Priority 6)**

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

### **Access to a Broad Course of Study (LCFF Priority 7)**

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

### **Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)**

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

### **Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)**

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

# Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

## Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

## Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

### OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

## Implementation of State Academic Standards (LCFF Priority 2)

### OPTION 2: Reflection Tool

#### Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards			3		
History-Social Science			3		

**2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

<b>Academic Standards</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards					5
History-Social Science					5

**3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

<b>Academic Standards</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	



## Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education	1					
Health Education Content Standards		2				
Physical Education Model Content Standards			3			
Visual and Performing Arts			3			
World Language					5	

## Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				4	
Identifying the professional learning needs of individual teachers				4	
Providing support for teachers on the standards they have not yet mastered				4	

## Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

## Parental Involvement and Family Engagement (LCFF Priority 3)

### Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: <sup>1</sup>

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

## Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
  - 1 – Exploration and Research
  - 2 – Beginning Development
  - 3 – Initial Implementation
  - 4 – Full Implementation
  - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

## Sections of the Self-Reflection Tool

### Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	3
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	3
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	3
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	3

### Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

### Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	3
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	3
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	3
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	3

**Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)**

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

The LEA is committed to working collaboratively with families to ensure authentic parent and family engagement by making parents an integral part of the decision-making process that impacts student outcomes at school and district levels. This is accomplished through regular ELAC meetings, DELAC meetings, School Site Council, the Superintendent's Parent Advisory Committee, and the African American and Mixteco parent groups/committees. These meetings are virtual, hybrid, and in-person to accommodate the needs of families. These meetings center around student achievement and how the district addresses these needs, and a variety of topics are addressed, such as Mathematical growth mindset, literacy, enhancing communication with teachers and school staff, bullying, culturally responsive teaching and learning, development of LCAP goals, Pathway to Biliteracy, and High School and Beyond nights. High School and Beyond nights occur at every school and are facilitated by the school counselor and principal. During these meetings, student academic achievement is discussed, parents learn how to navigate the high school setting, and connections are made to high school requirements. Both Spanish and Mixteco interpretation is provided to ensure families understand the topics and can give feedback in their native language. Additionally, the LEA supports school administrators in implementing, monitoring and evaluating site-level Parent and Family Engagement Policies that align with the California Family Engagement Framework. Each school collaborates with its advisory groups to commit to specific goals and actions focused on developing true partnerships to impact student outcomes. Lastly, the LEA has strong partnerships with a community-based Wellness Collaborative, California Association for Bilingual Education, Ventura County Behavioral Health, and other local organizations to improve students' academic achievement and social-emotional well-being.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

Over the last several years, building relationships with families has been a priority for the Oxnard School District. The Oxnard School district has had tremendous success building collaborative relationships with parents, particularly parents of English Learners who regularly participate in committees at school and district levels. The LEA has also committed to providing parent leadership development opportunities, such as Project 2 Inspire workshops in English and Spanish. Through these leadership workshops, parents acquire the tools and resources to establish and sustain positive communication with their schools and advocate for their student's academic success. The LEA employs a Manager of Equity, Family and Community Engagement to design and lead activities and programs to build relationships with diverse families and engage them as partners in supporting all students' academic and social-emotional wellbeing. Over the last two years, one of the LEA's most significant strengths has been establishing

African American and Mixteco parent focus groups to build positive and trusting relationships with these underrepresented parent groups. Additionally, the LEA employs a Parent Support Liaison that helps coordinate parent and family engagement activities and a Community Liaison to work with families of at-risk students by ensuring they receive the support and services they need. The Parent Support Liaison and the Community Liaison are housed in the Family Center, a space where families are welcomed and connected with district and community resources and programs. Furthermore, every school in the district has an Outreach Resource Specialist (ORC). The ORCs primary roles include establishing trusting relationships between school staff and families, creating opportunities for families and staff to engage in meaningful ways, building on families' funds of knowledge, and connecting families to school and community resources and programs. Lastly, access and equity are at the core of the LEA's efforts to build strong relationships with all families by maintaining effective communication. The LEA contracts with outside interpretation agencies to provide translation and interpretation services to families from diverse linguistic backgrounds. To meet the needs of the LEAs' increasingly Mixteco community, the LEA has employed two Mixteco family liaisons who are key cultural connectors between the schools and the Mixteco community.

### Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	3
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	3
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	3
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	3

### Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

One of the LEA's strengths is empowering families to advocate for their students by actively participating in the decision-making processes at district/school levels to impact student achievement. This is done through parent focus groups that meet regularly throughout the year to provide input about programs and processes impacting student learning and feedback on how funds will be used. Parent and family members are invited and encouraged to attend district-level parent advisory groups such as the District's English Learner Advisory Committee (DELAC), Parent Advisory Council (PAC), and the African American and Mixteco parent groups to engage in the development of the LEA's Parent and Family Engagement Policy, provide feedback on the LCAP goals and other district-led initiatives. Other means to seek feedback are the use of an annual Family Engagement Survey, LCAP surveys for parents and staff, and ESSER Planning surveys to collect ongoing input from our stakeholders. These bilingual surveys are

available on the district’s website and promoted through various venues by Outreach Resource Specialists at every school.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA’s focus area(s) for improvement in Seeking Input for Decision-Making.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

## School Climate (LCFF Priority 6)

### Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

### Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

**Prompt 1 (DATA):** Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

**Prompt 2 (MEANING):** Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

**Prompt 3 (USE):** Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

### Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

### Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

- Rating Scale (lowest to highest):
- 1 - Exploration and Research Phase
  - 2 - Beginning Development
  - 3 - Initial Implementation
  - 4 - Full Implementation
  - 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]

<b>Coordinating Instruction</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
county, including:					
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

## **Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)**

**Assess the degree of implementation of coordinated service program components for foster youth in your county.**

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability



Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					

Coordinating Services	1	2	3	4	5
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					



## Local Control and Accountability Plan

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

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

## Plan Summary [2024-25]

### General Information

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

As the Oxnard School District implements its adopted strategic plan, Oxnard EMPOWERS, it has aligned LCAP goals and actions with those outlined in the district's strategic plan. The 2024-2025 LCAP will include goals and actions not funded by LCFF; therefore, those goals will not be considered contributing or measured for the purposes of this plan. For those goals and actions funded by LCFF and additional funding sources, metrics will be used to monitor implementation, reflecting progress towards Oxnard EMPOWERS and incorporating identified research-based practices.

With the alignment of the 2024-2025 LCAP and the Oxnard School District's strategic plan, the district ensures cohesiveness in all actions and initiatives that support its goals for improving student outcomes and fostering an inclusive learning environment for all students, including unduplicated student groups. These actions are funded through a combination of the Local Control Funding Formula (LCFF) and various state, federal, and local funding sources. By utilizing this diverse array of funding, the district can effectively address the needs of its diverse student population, ensuring targeted support and resources to enhance educational achievement and well-being across all schools.

The Oxnard School District, in the 2023-2024 school year, served over 13,000 students in Transitional Kindergarten (TK) to grade 8. The district feeds into the Oxnard Union High School District, alongside three other elementary school districts. The city of 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 22nd largest city in California and 124th largest in the United States. The city was founded by prosperous agricultural opportunities, which attracted many immigrant workers and their families. Although the city has evolved, it has a thriving economy that continues to include agriculture, as well as other industries, such as defense, manufacturing, and tourism.

During the 2023-2024 school year, 90% of the student population of the Oxnard School District was considered socioeconomically disadvantaged. The district's demographics for the 2023-2024 school year were as follows: 95% Hispanic/Latino, 2.79% White, 0.76% African American, 0.75% Asian, 0.85% students who identify as having two or more races, 0.04% American Indian, and 0.14% Pacific Islander. Emergent Multilingual Learners (EML) comprise a large percentage of the district. In the 2023-2024 school year, 44.3% of students were considered Emergent Multilingual Learners (EMLs) or English Learners (ELs), 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 and Zapotec as a native language.

The Oxnard School District comprises 21 schools, including San Miguel Preschool offering special education services, 10 TK-5th grade elementary schools, 7 TK-8th grade schools, and 3 comprehensive middle schools for grades 6 to 8. Among these, 2 of the 3 comprehensive middle schools, 6 of the 7 TK-8th grade schools, and 4 elementary schools offer Spanish biliteracy (dual language immersion) programs. Following a 50/50 model, the district's biliteracy programs are aimed at promoting linguistic fluency and academic success in multiple languages. These initiatives align with California Department of Education programs including the EL Roadmap, which seeks to equip students with world language skills to engage with diverse cultures and succeed in the global economy. Biliteracy instruction is guided by the district's standards-based interdisciplinary units, designed in accordance with each grade's language allocation plan and content standards.

The district recognizes the profound responsibility it carries in preparing students for the ever-evolving landscape of a global society. In spring 2020, key areas of focus were identified, laying the foundation for a new strategic plan. A meticulously crafted student profile embodying aspirations for every learner was adopted by the school board, setting a clear trajectory for the district's future. The journey continued in 2022, as the district refined its vision and mission to align with the evolving needs of students. Collaborating with community partners and educational experts the district articulated the strategic plan, branding it with the term "EMPOWERS." This encapsulated the district's commitment to Excellence through Multilingualism, Possibility, Opportunity, Equity, Respect, and Scholarship (EMPOWERS). Oxnard EMPOWERS symbolizes the district's strategy, aimed at significantly enhancing educational outcomes for all students.

Aligned with its strategic plan, the district emphasizes a rigorous curriculum aligned with the CA Common Core State Standards (CCSS) and frameworks. Extensive professional development opportunities and coaching are offered to all teachers to enhance their pedagogy and practice. Weekly collaborative planning time enables teachers to share best practices, develop common assessments, analyze data, and plan instruction to implement standard-aligned, rigorous lessons. Furthermore, teachers participate in grade-level Professional Learning Communities (PLCs) to improve instruction. Teachers on Special Assignment (TOSAs) provide professional development and support in literacy, biliteracy, math, science, social science, inclusive practices, and educational technology. Intervention Service Providers (ISPs) and Literacy Intervention Teachers (LITs) ensure targeted intervention for students, supported by data, at each school site.

Moreover, the Oxnard School District has adopted the Multi-Tiered System of Supports (MTSS) framework. This approach aims to benefit all students while also enhancing tier 2 supports through the RTI and PBIS models, which address both academic and socio-emotional needs.

This strategic initiative ensures that every student, regardless of their individual needs or backgrounds, receives a high-quality education. By paying special attention to tier 1 lesson design through integrating UDL principles into their curriculum and instructional methods, and bolstering targeted support for students in need of tier 2 instruction, the district seeks to accommodate diverse learning styles and offer multiple avenues for students to engage with and demonstrate their learning.

In addition, the Oxnard School District offers a comprehensive range of special education services aimed at supporting students with disabilities. Their mission emphasizes providing inclusive environments and a continuum of programming to meet diverse needs. Services include self-contained classrooms for mild to severe disabilities, specialized programs for autism and social-emotional needs, support for deaf/hard of hearing and visually impaired students, and a team of behavior specialists and paraeducators. Program specialists mentor teachers in curriculum, instruction, and behavior management, while special education managers handle administrative tasks. The district has also introduced a Teacher on Special Assignment to assist General Education Teachers in inclusive practices.

Furthermore, to address the various needs of our students for overall wellness and social-emotional health, the district has resources in place including, but not limited to, a community-based Wellness Collaborative; full-time nurses; extensive wrap-around services to address the needs of the whole child, and additional school level support to provide improved services to families and staff. Additionally, every school site is staffed with at least one full-time school counselor and an Outreach Specialist who acts as a school-community liaison, while offering other support services to the district families. In recent years, the district has increased the number of social workers supporting the district to ensure necessary services to support the district's students and families.

The district's commitment to student enrichment extends far beyond regular school hours. Through programs such as the After School Education Program (ASES) and the Expanded Learning Opportunity Program (ELOP), students from kindergarten through eighth grade are provided with a rich array of opportunities to further their academic and social-emotional growth. The district's after-school programs offer enrichment opportunities inclusive of mathematics, literacy, engineering, science, technology, and the arts. High-interest learning opportunities include Lego creations, dancing, robotics, and culinary education. In addition, there are 3 seasons of sports offered across schools and grades. Furthermore, the district has been successful in offering summer learning opportunities as well as spring camps for all students. Activities in the summer and Spring have included overnight science camps, and day field trips to California's Disneyland Parks to explore theme park engineering.

Recognizing the immense value of its community, the district has dedicated significant effort over the past several years to foster robust family and community engagement. This endeavor has been facilitated through the utilization of the California Family Engagement Network Toolkit. 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 Steering Committee, which includes members of the community and higher education partners; the African American Parent Advisory Group; the Mixteco Steering Committee, which includes members of the community and organizations that support and provide resources to parents; the Mixteco Parent Advisory Group; a newly formed Asian and Pacific Islander Parent Group; and the District English Learner Advisory Committee (DELAC).

Future plans include strengthening project-based learning across the various schools to align with the district's student profile traits and fostering well-rounded and empowered learners. By integrating project-based learning into the curriculum, the district aims to provide students with meaningful learning experiences that connect classroom learning to real-world challenges while integrating language arts, math, content, and technology. This approach empowers students to take ownership of their learning, preparing them for success in college,

careers, and beyond. Through continued collaboration with educators, families, and the community, the Oxnard School District is committed to providing an innovative and student-centered education that prepares students for a rapidly changing world.

The Oxnard School District is committed to providing a comprehensive education that empowers students to excel academically and thrive socially and emotionally. The district's strategic plan is aligned with California's educational vision, including incorporating the pedagogical practices found within content frameworks and the CA Roadmap for English Learners. Through its strategic plan, the district aims to ignite students' passion for learning, transform classroom practices, nurture supportive communities, and embrace effective approaches to translate values into action. By implementing OSD EMPOWERS, the district is committed to preparing students to succeed in a dynamic world, fostering their confidence, compassion, and ability to positively impact society, ensuring Oxnard School District students can become "Inspired, Accomplished, Multilingual Global Citizens – In School and Beyond."

## Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The English Language Arts (ELA) proficiency data reflected in the CA Dashboard reveals several key insights necessitating focused attention and targeted interventions. Overall, the district's ELA proficiency remains concerning, with 57.2 points below standard, maintaining a consistent trend from the previous year. Notably, English Learners (ELs) or Emergent Multilingual Learners (EML) and students with disabilities face significant challenges, with proficiency levels 77 and 132.7 points below standard, respectively. While there have been slight declines in these gaps, they underscore the urgent need for tailored support services and instructional strategies to address diverse learning needs. Similarly, foster youth exhibit a notable proficiency gap of 116.3 points below standard, necessitating specialized interventions to support their academic and socio-emotional well-being. African American and Hispanic groups also face considerable disparities, indicating the importance of implementing culturally responsive teaching practices and targeted academic support initiatives. Furthermore, the data highlights the impact of socioeconomic factors, with homeless and socioeconomically disadvantaged students exhibiting significant proficiency gaps despite slight fluctuations. The district will continue to bolster wraparound services to address the underlying barriers to learning faced by these student populations. Moreover, disparities within student groups underscore the need for equity-focused initiatives within the district to ensure all students have equitable access to high-quality first instruction and support services. Incorporating these insights into the district's plan will enable the Oxnard School District to strategically address proficiency gaps and advance towards improved outcomes for all students.

In analyzing the math achievement data for the district, several key trends emerge across student demographics. Overall, all students in the district are performing, on average, 90.8 points below the standard, with an 8.7 points from the previous year. However, this improvement is not uniform across all groups. African American students, for instance, are facing significant challenges, with their average performance now 99.7 points below standard, representing a decline of 11.5 points. To address this concerning trend, targeted interventions and support systems will be implemented specifically tailored to address the decline among African American students. English Learners (ELs) or Emergent Multilingual Learners (EML), while still significantly below the standard at 104.5 points, have shown improvement, although slight, with a 4.9-point increase. Foster youth and homeless students are facing even greater challenges, with averages of 125.1 and 105 points below standard, respectively. Despite recent improvements, targeted support services need to be enhanced for these vulnerable populations, addressing both academic and socio-emotional needs. Hispanic students, who make up a significant portion of the district, also show



improvement but still lag significantly below the standard at 94.5 points. Culturally relevant pedagogy and increased family engagement strategies should be prioritized to support this demographic. While White students have improved, their average performance remains below the standard at 49.8 points, indicating the need for continued efforts to ensure equitable access to resources and opportunities. Lastly, Asian students are performing above the standard, with a recent increase of 22.6 points. Leveraging the success of Asian students as a model for best practices, initiatives promoting diversity and inclusivity will be encouraged across the district.

Overall, chronic absenteeism in the district has shown a decline of 1.6%, yet 27.2% of students are still chronically absent. Delving deeper into the subgroup data reveals varied experiences. Notably, Asian students have experienced a concerning increase in absenteeism, rising by 5.5% to a rate of 20.8%. In contrast, absenteeism among African American students has significantly decreased by 8.8%, now at 23.7%. This substantial reduction suggests that targeted interventions can be highly effective. English Learners (ELs) or Emergent Multilingual Learners (EML), encompassing 7,666 students, have seen a reduction in their absenteeism rate by 2.2%, now at 24.8%. Foster youth, although showing a 5.7% decline, still have a high absenteeism rate of 38.7%, indicating the need for continued and specialized interventions. Similarly, the Hispanic population's absenteeism rate stands at 27.4%, with a decrease of 1.6% among a group of 13,611 students, showing slight progress but also room for further action. The socioeconomically disadvantaged group has a chronic absenteeism rate of 27.7%, with a reduction of 2%, showing a similar need for ongoing support. Students with disabilities, presenting one of the highest rates of absenteeism at 37.5%, have only seen a minor decrease of 1.2%. White students have also seen a modest decrease in their absenteeism rate by 1%, now at 26.4%. The homeless student population absentee rates stands at 27.4% but has decreased by 3.8%. This subgroup's decrease is promising but highlights the ongoing challenges faced by homeless students in maintaining regular attendance. The analysis of chronic absenteeism across various student subgroups within our district highlights areas of both progress and ongoing concern. While we celebrate the reductions achieved, the data compels us to intensify our efforts in areas where students continue to struggle with high absenteeism. Moving forward, our district will enhance targeted interventions for subgroups with increasing or persistently high absenteeism rates. Strategies will include increasing community and parental engagement to address underlying factors contributing to absenteeism, improving support services for at-risk students, and ensuring resources are directed effectively, especially towards the most vulnerable groups.

In addition, the California dashboard data for the Oxnard School District reveals several notable trends regarding suspension rates among different demographic groups. Overall, the district's suspension rate stands at 4.9%, with a maintenance rate of 0.2%. While the suspension rate for White students has increased by 2.3% to 5.7%, accounting for 420 students, African American students also experienced a rise in suspension rates, although a smaller increase of 0.9% to also reach 5.7%. English Learners (ELs) or Emergent Multilingual Learners (EML) saw their suspension rate increase by 0.6% to 4.2%, indicating a need for additional support. However, Foster Youth experienced a decline in suspension rates by 5.9% to 11.3%, highlighting progress in supporting this vulnerable demographic. Hispanic students maintained a suspension rate of 4.9%, with a maintenance rate of 0.1%. Socioeconomically disadvantaged students saw a slight increase in suspension rates by 0.3% to 5.2%. Homeless students also experienced a decline in suspension rates by 0.5% to 5.7%. Conversely, students with disabilities saw a decline in suspension rates by 1% to 6%, affecting 2,765 students. Notably, Asian students had 0% suspension incidents, highlighting potential strategies or practices that could be shared and replicated across the district. Strategies to address these disparities include the implementation of restorative practices, cultural competency training for staff, expansion of support services for vulnerable populations, strengthening family and community engagement, and ongoing monitoring and evaluation of interventions to reduce suspension rates and promote an inclusive school environment where all students can thrive. Implementing PBIS frameworks, reviewing and revising discipline policies, providing trauma-informed practices, and continuous monitoring and analysis of suspension data are also crucial steps.

Through these efforts, the Oxnard School District will work towards reducing suspension rates and creating a supportive, inclusive, and equitable learning environment for all students.

## Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

## Comprehensive Support and Improvement

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

### ***Schools Identified***

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

Fremont Academy of Environmental Science and Innovative Design

### ***Support for Identified Schools***

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

The Oxnard School District will support Fremont Academy in developing and implementing its Comprehensive Support and Improvement (CSI) plan. This support will focus on a school reform model aimed at improving student outcomes in areas such as chronic absenteeism, suspension rates, and academic performance in English language arts and mathematics.

To inform the CSI plan, the district will leverage its internal systems, programs, and personnel. Key components of a CSI plan, such as comprehensive needs assessment, educational partner involvement, and addressing resource inequities, are already integrated into the Single Plan for Student Achievement (SPSA) template. Consequently, the Fremont SPSA will serve as the CSI plan. The Leadership Team and School Site Council of Fremont Academy will develop and monitor this plan with guidance and support from the Director of School Performance and Student Outcomes, who will also act as their CSI Coordinator. Continuous data analysis from benchmark assessments will help determine student needs. Teachers will have Professional Learning Community (PLC) time and separate common planning time weekly to plan instruction. Additionally, a robust Multi-Tiered System of Supports (MTSS) will be implemented to ensure student needs are met, with guidance and support provided by the Director of Pupil Services.

The district will support academic intervention programs for Fremont students. Its professional development plan includes training on evidence-based instructional strategies, mathematics and comprehensive literacy, district-mandated academic programs and software, district data systems, Positive Behavioral Interventions and Supports (PBIS), the MTSS process, and social-emotional programs and strategies. Site Administrators will participate in this professional development and receive additional training to enhance their skills as instructional leaders through a consultant. Furthermore, a comprehensive family and community engagement plan will involve various members, such as the District English Learner Advisory Committee (DELAC), English Learner Advisory Committee (ELAC), School Site



Council (SSC), Parent Advisory Committee (PAC), Parent-Teacher Association (PTA), the African-American Parent Group, the Mixteco Parent Group, the Asian-American, Pacific Islander Parent Group, and Project2Inspire.

In addition to the district's internal support systems and services, CSI funds have been allocated to contract with an external provider, Orenda Education, to support Fremont Academy in its CSI plan development and implementation. Orenda Education employs the Teach, Lead, Counsel (TLC) approach, which aims to create equity-based systemic changes in schools, ensuring continuous and sustainable improvement. The TEACH component focuses on building a powerful teaching and learning system by designing grade-level curricula, common assessments, and instructional strategies while enabling educators to reflect on and reassess their methods. The LEAD component enhances the capacity of site and district leaders through a scholarly and technical approach, supporting school conditions that enable staff and students to achieve their targets. The COUNSEL component strengthens the student support services division within the school community, where staff use actionable college readiness indicator data through Orenda's monitoring software to track student progress toward college and career readiness.

### ***Monitoring and Evaluating Effectiveness***

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

To effectively monitor and evaluate the implementation of the CSI plan and support student and school improvement efforts, the Oxnard School District has established a structured framework. The CSI Coordinator, serving as the District Director of School Performance and Student Outcomes, will actively participate in Fremont Academy's School Site Council (SSC) and Leadership Team meetings on a regular basis. Their primary responsibility will be to oversee and assess the progress of the CSI plan using a designated monitoring tool designed specifically to measure advancements toward predetermined metrics. Additionally, to ensure comprehensive oversight and support, a representative from the external technical support provider, Orenda Education, will be invited to these meetings to provide updates and pertinent information.

These meetings will focus on evaluating the effective utilization of CSI funds to achieve the outlined grant objectives. Integral to this evaluation process will be the collection and analysis of key outcome data aimed at informing ongoing decision-making and assessing the efficacy of the school's CSI strategies. This data includes academic achievement metrics such as CAASPP results in English Language Arts (ELA) and Mathematics, disaggregated to include all student subgroups. Furthermore, local benchmark data from STAR Reading and STAR Math assessments will provide insights into student progress and identify areas needing improvement.

To gauge student engagement and behavior trends, metrics such as attendance rates, chronic absenteeism rates, and suspension rates will be closely monitored. Additionally, Panorama survey results will be used to assess student social-emotional learning and well-being, as well as levels of parent engagement and satisfaction with school initiatives. Regular dissemination of these outcomes and findings will occur during SSC, English Learner Advisory Committee (ELAC), Site Leadership, and staff meetings. This collaborative approach ensures that all stakeholders are well-informed about the progress of the CSI plan, facilitating informed decision-making and allowing for adjustments as needed to continuously enhance student outcomes and school effectiveness.

# Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
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A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The Oxnard School District believes that educating and supporting our children is a shared responsibility. Therefore, input and engagement from educational partners are crucial to the LCAP development process. The LCAP committee for the 2024-2025 term comprises diverse educational partners, including district administrators representing all district departments, middle school administrators, K-5 administrators, members of the Oxnard Educators Association (OEA), members of the Oxnard Supportive Services Association (OSSA), members of the California School Employees Association (CSEA), and families. To engage this committee, three LCAP meetings were held with the purpose of sharing the LCAP process, presenting district data, gathering input on the district's needs from the perspective of different educational partners, and ultimately sharing the team's recommendations to be addressed in the 2024-2025 LCAP.

Additionally, the LCAP process and draft were shared with various parent and community groups, including the District's English Language Advisory Committee (DELAC), the Parent Advisory Committee (PAC), the African American Advisory Committee, the Mixteco Parent Advisory Committee, the Asian American and Pacific Islander Parent group. Data specific to the needs of each group was collected, with Special Education representatives present at parent group meetings to provide information and gather feedback on special education programs. Furthermore, LCAP Panorama surveys were created for both the community and families in English and Spanish, while a separate survey was designed for staff. These surveys were shared during LCAP meetings, posted on the district website, emailed to staff, and distributed through Parent Square to all families.

Staff input was also gathered through ongoing Curriculum Council meetings, providing teachers with an opportunity to provide feedback and input on instructional needs aligned with State Priorities. Additionally, the Education Services Department hosted three biliteracy teacher focus groups to address concerns and gather feedback related to biliteracy. This resulted in feedback related to professional development aimed at supporting teachers in implementing the district's biliteracy framework.

Student voices and input were solicited through monthly meetings with the Superintendent Fellows, a group comprised of a student representative from every school site. These meetings allowed students to provide input on their experiences, make recommendations for improvement, and offer feedback on district programs. Additionally, data was also gathered through Student Panorama Surveys.

The LCAP was presented to the School Board for approval in June 2024, with no written responses requested between the public hearing and the approval process. The Special Education Local Plan Area (SELPA) was also involved in consulting on activities aligning with the district's LCAP discussions and development. The Special Education results from the Special Education Report, prepared by School Services of California were also used in determining actions that would improve the services we provide our students in need of additional academic and social-emotional support through the Multi-Tiered System of Support.

Feedback from various educational partners highlighted several trends aligned with LCFF State Priorities. These included the need for additional resources to address student learning, suggestions for individualized student support, requests for teacher training on evidence-based practices, the importance of arts education, and the need for increased social and emotional support for students. Additionally, concerns were raised regarding challenging behaviors and the need for a systematic approach to discipline, along with requests for more professional growth opportunities and improved district-wide communication channels.

Throughout the process, efforts were made to ensure comprehensive engagement and collaboration among all educational partners to address the diverse needs of the Oxnard School District community. Educational partners' input greatly influenced the process of developing the 24-25 LCAP.

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
1	<p>Student Academic Engagement and Achievement: Dramatically accelerate student academic engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices.</p> <p>(SP 1.1) HIGH INTELLECTUAL PERFORMANCE            (SP 1.2) STRENGTHENING INSTRUCTION &amp; STUDENT ENGAGEMENT            (SP 1.3) STUDENT PROFILE-DRIVEN LESSON DESIGN            (SP 1.4) MULTILINGUALISM            (SP 1.5) TECHNOLOGY</p>	Broad Goal

**State Priorities addressed by this goal.**

- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

**An explanation of why the LEA has developed this goal.**

This goal has been developed in alignment with the Oxnard EMPOWERS Strategic Plan Goal 1, which focuses on Improving Student Academic Engagement and Achievement. The Oxnard School District recognizes the imperative to significantly accelerate student engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices. The district is confident that through evidence-based first instruction relevant to our students' experiences, teachers will deliver the rigorous instruction necessary for student success.

Current student data underscore the urgent need for the Oxnard School District to enhance the academic achievement of all students, including English Learners, Foster Youth, Low-Income students, and student groups experiencing performance gaps. The district's overall growth has been relatively stagnant since 2015, with the percentage of students meeting or exceeding academic standards significantly trailing behind that of the county and state averages. Additionally, the 2023 Local Indicator Self-Reflection Tool identified areas for growth, which will also be addressed within this goal.

To effectively monitor progress toward achieving goal 1, the district will utilize statewide and local assessment metrics that can be disaggregated by student group, ensuring that all student demographics are addressed and held to high standards. Various data sources, including the results of the CA Dashboard, student outcomes measured by the Smarter Balanced Assessment System (SBAC), and data

from local Renaissance/STAR 360 Assessments, will be used to monitor Goal 1. These metrics will enable the district to measure and monitor year-to-year growth for all students, including those with performance gaps.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Local Indicators CA Dashboard: Implementation of all CA State Standards (Priority 2)	Rating 4/5			Rating 5/5	
1.2	Local Indicators CA Dashboard: Implementation of CA State Standards/ ELD Standards Integration (Priority 2)	Rating 4/5			Rating 4/5	
1.3	SBAC English Language Arts (Priority 4)	Met/Exceeded All- 28.8% EL- 10.80% SED- 26.24% SPED- 5.73%			Met/Exceeded All- 50% EL- 25% SED- 45% SPED- 20%	
1.4	SBAC Mathematics (Priority 4)	Met/Exceeded All-18.35% EL-8.78% SED- 16.54% SPED- 3.44%			Met/Exceeded All- 40% EL- 20% SED- 30% SPED- 15%	
1.5	California Science Test (Priority 4)	Met/Exceeded All-14.44%			Met/Exceeded All- 30%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		EL-1.63% SED- 12.64% SPED- 3.14			EL- 20% SED- 30% SPED- 15%	
1.6	English Learner Proficiency/ELPAC (Priority 4)	Language Performance Level  Level 1- 18.55% Level 2- 29.83% Level 3- 36.43% Level 4- 15.19%			Language Performance Level  Level 1- 10% Level 2- 20% Level 3- 30% Level 4- 40%	
1.7	Progress Towards English Language Proficiency (Priority 4)	54.8%			75%	
1.8	English Learner Reclassification Rate (Priority 4)	Grades K-8 (All)-14% Grades 3-8-26%			Grades K-8 (All): 30% Grades 3-8: 40%	
1.9	Local Indicators CA Dashboard: Master Schedules (Priority 7)	Student Schedules Indicate Access			Student Schedules Indicate Access	
1.10	Panorama Survey/Access to Enrichment and Remediation Programs (Priority 7)	Data Pending			Data Pending	
1.11	Panorama Survey/Access to Enrichment and Remediation Programs	Data Pending			Data Pending	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	(Students with Exceptional Needs (Priority 7))					
1.12	Physical Fitness Test (CA PFT) (Priority 8)	Grade 5: Aerobic Capacity- 94% Abdominal Strength- 93% Trunk Extension Strength- 95% Upper Body Strength- 95% Flexibility- 95%  Grade 7: Aerobic Capacity- 96% Abdominal Strength- 96% Trunk Extension Strength- 96% Upper Body Strength- 96% Flexibility- 96%			Grade 5: Aerobic Capacity- 95% Abdominal Strength- 95% Trunk Extension Strength- 95% Upper Body Strength- 95% Flexibility- 95%  Grade 7: Aerobic Capacity- 99% Abdominal Strength- 99% Trunk Extension Strength- 99% Upper Body Strength- 99% Flexibility- 99%	

## Goal Analysis [2023-24]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

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

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

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

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Academic Incentives and Recognitions	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Aligned with the district's strategic plan and reflective of its student profile, this action focuses on implementing incentives tailored for unduplicated student groups. It aims to motivate and encourage students by emphasizing the importance of continuing their career and/or college paths, consistent with the district's strategic goal to foster a college-going culture and promote post-secondary education. This approach underscores the district's commitment to nurturing the holistic development of our unduplicated student groups, in accordance with the student profile traits of the Oxnard School District. This action includes gowns for eighth grade promotion ceremonies, the pathway towards biliteracy as well as other academic incentives and recognitions. Progress will be tracked through state metrics and assessments (SP 1.2.1).	\$56,500.00	Yes



Action #	Title	Description	Total Funds	Contributing
1.2	Youth Cinema Project	<p>The Oxnard School District's unduplicated student groups, which constitute more than 90 percent of the district's student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Aligned with the district's strategic plan and reflective of its student profile, this action focuses on implementing incentives tailored for unduplicated student groups. The Youth Cinema Project (YCP) is a project-based learning initiative that aims to cultivate competent, resilient, real-world problem solvers. It serves as a bridge across the achievement and opportunity gaps by fostering lifelong learners and nurturing the multicultural future of the entertainment industry. This action will be monitored through state metrics and assessments (SP 2.1.3).</p>	\$200,811.00	Yes
1.3	Expansion of the Arts	<p>The Oxnard School District's unduplicated student groups, which constitute more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action involves allocating resources to support a diverse array of arts instruction, encompassing technology, visual arts, music, theater, and dance. By investing in the district's arts program, the district aims to ensure equitable access to high-quality arts education that fosters creativity, critical thinking, and cultural appreciation among all unduplicated student groups. With this action, the</p>	\$356,997.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>district seeks to enhance the educational experience of its unduplicated student groups and cultivate a vibrant arts community within the district, in alignment with the district's strategic plan. This action will be monitored through site master schedules (SP 1.2.3).</p>		
<b>1.4</b>	Teachers for the Arts	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. By hiring teachers to support arts instruction, the district aims to enhance unduplicated student groups' musical proficiency, foster a deeper appreciation for music, and develop valuable skills such as discipline, focus, and creativity. Through this action, the district is committed to providing unduplicated student groups with a well-rounded education that includes robust opportunities to participate in the arts, contributing to their overall academic success and personal development. This action will be monitored through site master schedules (SP 1.2.3).</p>	\$2,222,937.00	Yes
<b>1.5</b>	Implementation and Expansion of Biliteracy	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. By hiring teachers to support arts</p>	\$57,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		instruction, the district aims to enhance unduplicated student groups' musical proficiency, foster a deeper appreciation for music, and develop valuable skills such as discipline, focus, and creativity. Through this action, the district is committed to providing unduplicated student groups with a well-rounded education that includes robust opportunities to participate in the arts, contributing to their overall academic success and personal development. This action will be monitored through site master schedules (SP 1.2.3).		
1.6	Expand Primary Language Classroom and Site Libraries	The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Expanding the primary language libraries and instructional resources at school sites, classrooms, and homes is essential for promoting inclusivity and supporting diverse learners within the district. This action not only fosters a sense of belonging and validation among unduplicated student groups but also facilitates their academic success by ensuring that they can access learning materials in a variety of languages. This action plays a crucial role in creating equitable learning opportunities for all unduplicated student groups and fostering a supportive educational ecosystem where every learner can thrive. This action will be monitored through state metrics and assessments (SP 1.4.6).	\$120,000.00	Yes
1.7	Renaissance Software	The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and	\$2,000,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The Renaissance Star Assessment Program is employed across the district as an assessment tool to identify unduplicated student groups for intervention placement and leveled instruction. In addition, another aspect of this program is its role as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics. Furthermore, the Accelerated Reader Program is utilized to bolster reading comprehension and fluency. The use of the myON program further enhances reading comprehension, accessed through 1:1 devices both at school and at home. This action will be monitored through state metrics and assessments (SP 1.5.1).</p>		
1.8	Learning Management System	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district's Learning Management System (LMS) serves as a versatile platform to facilitate online learning and manage educational resources across all grade levels. It enables educators to create interactive lessons, share materials, and effectively communicate with unduplicated student groups and parents. The LMS allows educators to organize curriculum materials for various subjects and grade levels, deliver engaging content, assess student progress, and provide timely feedback. Additionally, the LMS provides parents with access to monitor student performance. This action will be monitored through state metrics and assessments (SP 1.5.1).</p>	\$20,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.9	Data Management Systems	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action allows for the continuous monitoring of student achievement and informs instructional practices. The district will continue to utilize data management systems including Illuminate and Ellevation to monitor and track interventions for English language learners/Emergent Multilingual Learners and all unduplicated student groups to manage assessment data and create disaggregated reports. This action will accurately monitor student progress and inform instructional actions, including intervention and enrichment. Progress will be tracked through state metrics and assessments (SP 1.5.1).</p>	\$377,209.00	Yes
1.10	Portfolio Management System: Transitional Kindergarten	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action provides TK educators access to tools that enable accurate documentation of student progress across various domains. Teachers will input observational data and evidence of student learning, facilitating ongoing assessment and personalized instruction tailored to benchmarks. Student portfolios facilitate efficient communication with parents, offering real-time updates on their</p>	\$16,560.00	Yes

Action #	Title	Description	Total Funds	Contributing
		child's developmental milestones and academic achievements. This action enhances the accuracy and effectiveness of assessments, promotes data-driven decision-making, and supports holistic development among TK unduplicated student groups district-wide. Progress will be tracked through state metrics and assessments (SP 1.5.1).		
<b>1.11</b>	Implementation of Grade-Level Standards	The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Ensuring the implementation of grade-level standards for unduplicated groups is vital for promoting equity and academic excellence. Unduplicated groups, which include English learners, low-income students, and foster youth, often face systemic challenges that hinder their academic performance. By rigorously adhering to grade-level standards, the district ensures that all students receive a consistent, high-quality education that prepares them for future academic success and closes achievement gaps. Implementing these standards provides a clear framework for what students should know and be able to do at each grade level, enabling targeted instruction that meets their unique needs. This action includes resources, support, and monitoring of implementation. Progress will be tracked through state metrics and assessments (SP 1.1.1)	\$20,000.00	Yes
<b>1.12</b>	Alignment of State Standards and Local Assessments	The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and	\$20,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Ensuring the alignment of state standards and local assessments is vital for supporting unduplicated student groups, which include English learners, low-income students, and foster youth. This alignment guarantees that the curriculum taught in classrooms reflects state standards, providing a consistent and equitable framework for student learning and achievement. When local assessments accurately measure mastery of these standards, educators gain valuable insights into the progress of these students and can identify specific areas needing support. This allows for targeted interventions and data-driven instruction tailored to meet the unique needs of unduplicated student groups. By holding all students to the same rigorous academic expectations, the district promotes equity and works to close achievement gaps. This action includes resources, support, and monitoring of implementation. Progress will be tracked through state metrics and assessments (1.3.5)</p>		
1.13	Vertical and Horizontal Planning and Communication	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Creating authentic vertical and horizontal planning and communication from PreK-12 is essential for supporting the learning expectations of unduplicated student groups, including English learners, low-income students, and foster youth. Effective communication among educators at all levels ensures that instructional practices are aligned and that there is a shared understanding of academic expectations. This holistic approach not only fosters a supportive and</p>	\$20,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
		inclusive learning environment but also enhances the ability of educators to provide targeted interventions and support. Ultimately, authentic vertical and horizontal planning and communication are crucial for ensuring that unduplicated student groups receive a high-quality, equitable education that enables them to meet or exceed academic standards at every stage of their educational journey (SP 1.13). This action will be monitored through state metrics and assessments (SP 1.13).		
<b>1.14</b>	Project Based Learning	The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Project-based learning (PBL) is crucial for supporting unduplicated student groups by providing engaging, real-world learning experiences that promote critical thinking, collaboration, and problem-solving skills. PBL accommodates diverse learning styles, making education more accessible and meaningful for English learners, low-income students, and foster youth. It empowers students to take ownership of their learning and develop essential 21st-century skills. Integrating PBL into the curriculum ensures equitable opportunities for all students, supports academic achievement, and prepares them for future success, aligning with the district's commitment to closing achievement gaps and promoting educational excellence. This action includes resources, support, and monitoring of implementation. Progress will be tracked through state metrics and assessments (SP 1.3.4)	\$20,000.00	Yes
<b>1.15</b>	Interdisciplinary Units	The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent	\$20,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Interdisciplinary units are essential for supporting the district's student profile. For unduplicated groups, interdisciplinary units offer opportunities to engage with content in meaningful ways, fostering critical thinking, creativity, and the ability to make connections across disciplines. This approach not only enhances academic achievement but also prepares students for future success by equipping them with the skills necessary to navigate a complex and interconnected world. By incorporating interdisciplinary units into the curriculum, the district ensures that all students receive a well-rounded education that addresses their unique needs and promotes equity in learning outcomes. Ultimately, this approach aligns with the district's commitment to providing high-quality, inclusive education for all students, regardless of their background or circumstances. This action includes resources, support, and monitoring of implementation. Progress will be tracked through state metrics and assessments (SP 1.2.1).</p>		
1.16	Universal Design for Learning	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Universal Design for Learning (UDL) plays a pivotal role in fostering academic achievement for unduplicated student groups within the district. This action ensures that instructional practices cater to the diverse needs and learning styles of all students. UDL promotes flexible and adaptable learning environments that</p>	\$20,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>remove barriers to learning, enabling every student to access the curriculum effectively. Through UDL strategies, educators can provide personalized support, offer multiple means of representation, engagement, and expression, and foster a culture of inclusivity and belonging. By prioritizing UDL in the educational framework, the district not only enhances academic outcomes but also nurtures the development of essential skills crucial for lifelong success. This action includes resources, support, and monitoring of implementation. Progress will be tracked through state metrics and assessments (SP (1.1.2))</p>		
1.17	Implementation of Essential Pedagogical Principles	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Implement and monitor the implementation of the district's essential pedagogical principles. By integrating a holistic approach that encompasses recognizing and amplifying strengths, affirming identities, fostering belonging, building relationships, encouraging high performance, embracing diversity, and making education relevant, educators create an environment where unduplicated students can excel. This comprehensive approach ensures that students receive the support, encouragement, and resources they need to thrive academically, regardless of the challenges they may face. It empowers students to recognize their potential, engage critically, and take ownership of their learning journey, ultimately leading to greater academic success and equitable opportunities for all. This action includes resources, support, and monitoring of implementation. Progress will be tracked through state metrics and assessments (SP 1.1.1).</p>	\$20,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.18	Implementation of the CA Frameworks	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Focusing specifically on unduplicated student groups, the implementation of the California Frameworks becomes even more crucial for enhancing their academic achievement. These frameworks offer a standardized yet flexible approach to education, ensuring that all students, regardless of background or circumstance, have access to high-quality instruction and resources. By providing ongoing support and monitoring of the implementation of the frameworks, educators can effectively address the unique needs of unduplicated students, fostering a supportive learning environment where every student can thrive academically. This action includes resources, support, and monitoring of implementation. Progress will be tracked through state metrics and assessments (SP 1.1.2).</p>	\$20,000.00	Yes
1.19	Professional Learning Communities	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district. The framework of PLCs significantly supports the academic achievement of unduplicated student groups due to its collaborative nature and emphasis on data-driven decision-making. Within PLCs, educators collaborate to tailor instructional approaches and interventions to meet the diverse needs of unduplicated students, drawing upon a collective pool of expertise and experience. Additionally, PLCs foster a culture of continuous improvement among educators, leading to more impactful instruction and</p>	\$20,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>greater academic success for unduplicated student groups. Overall, PLCs serve as a catalyst for promoting student academic achievement by fostering collaboration, data-driven decision-making, and culturally responsive practices among educators, ultimately ensuring equitable opportunities for unduplicated students to succeed academically. This action includes resources, support, and monitoring of implementation. Progress will be tracked through state metrics and assessments (SP 1.1.3).</p>		
<b>1.20</b>	Developing Multilingualism	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district. Developing multilingualism among unduplicated student groups is essential to support academic achievement in all schools within the Oxnard School District. This action encompasses various initiatives aimed at providing opportunities for all students to develop multilingualism. One such initiative involves offering resources in multiple languages to ensure equitable access to educational materials and support services. Additionally, interactive opportunities will be provided to facilitate the acquisition of multiple languages, allowing students to engage actively in language learning. By implementing these initiatives, the Oxnard School District aims to create an inclusive and supportive environment where all students have the opportunity to develop multilingualism, thereby enhancing their academic success and promoting cultural understanding and diversity. This action will be monitored through state metrics and assessments (SP 1.4).</p>	\$20,000.00	Yes
<b>1.21</b>	Implementation of Oxnard "MAS"/Emergent Multilingual Master Plan	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This</p>	\$20,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district. The implementation of Oxnard's "MAS"/Emergent Multilingual Master Plan will significantly support academic achievement for Emergent Multilingual Learners (EMLs) or English Learners (ELs) through several key strategies. Aligned with the CA EL Roadmap and the district's strategic plan, the MAS plan ensures that EMLs receive high-quality, standards-based instruction tailored to their unique linguistic and academic needs. Emphasizing data-driven approaches, the plan fosters an inclusive and supportive learning environment. Specific programs and resources designed to enhance language acquisition and literacy skills, such as dual-language immersion and sheltered instruction, are integral components of the plan. Active collaboration with families and communities further supports EMLs' education, engaging parents and guardians through workshops, resources, and regular communication. The implementation of Oxnard's "MAS"/Emergent Multilingual Master Plan aims to close achievement gaps, promote equity, and ensure that all Emergent Multilingual Learners or English Learners achieve their full academic potential. This action includes resources, support, and monitoring of implementation. Progress will be tracked through reclassification rates and the English learner proficiency/ELPAC.</p>		
1.22	Implementation of Oxnard EMPOWERS/ OSDs Master Plan	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district. The implementation of the district's strategic plan, in alignment with the Local Control and Accountability Plan (LCAP), promotes academic achievement for unduplicated students by focusing on five key goals: Student Academic Engagement &amp; Achievement, Learning Environment &amp; School Climate, Guidance &amp; Support to Sites and District Departments, Family/Community Alliances for Student Success, and Transformational Leadership &amp; Infrastructure. By providing high-quality, standards-based instruction, fostering an inclusive and supportive school climate, offering</p>	\$20,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		targeted resources and support, engaging families and communities, and building strong leadership and infrastructure, the district aims to close achievement gaps, promote equity, and ensure that all unduplicated students reach their full academic potential. This action includes resources, support, and monitoring of implementation. Progress will be tracked through state metrics and assessments.		

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
2	<p>Learning Environment and 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> <p>(SP 2.1) MULTI-TIERED SYSTEM OF SUPPORT (MTSS)            (SP 2.2) ACCESS, EQUITY, &amp; INCLUSION            (SP 2.3) RESTORATIVE PRACTICES            (SP 2.4) AFFIRMING LEARNING ENVIRONMENT &amp; RELATIONSHIPS            (SP 2.5) FACILITIES &amp; GROUNDS</p>	Broad Goal

**State Priorities addressed by this goal.**

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)

**An explanation of why the LEA has developed this goal.**

The Oxnard School District serves a diverse and rich community with abundant assets to build upon. The district is committed to developing programs that are asset-based and that recognize and celebrate the tapestry of traditions, customs, language, and cultural intricacies upon which our district community is built, while still responding to students' academic and social-emotional needs.

Goal 2 was developed to embrace and capitalize on such dynamics while recognizing that a large percentage of the students, approximately 91%, who attend the Oxnard School District, are considered economically disadvantaged by state standards. Additionally, it is important for the district to respond to and support students who have been impacted by trauma due to their social and economic circumstances. The Oxnard School District is committed to building on students' strengths to support them academically, socially, and emotionally, setting them up for academic and social success. This includes providing wrap-around services for them and their families.

Although wrap-around services have always been a priority for the district, the need for social-emotional support has become strikingly evident after students returned to full-time, in-person learning following the COVID-19 pandemic. The Oxnard School District is well aware of the urgency to address the social-emotional needs of all students, particularly students experiencing homelessness, foster youth, English

Learners, and students receiving special education services within the district’s multi-tiered systems of support, which address both academic and social-emotional needs.

Furthermore, as part of the multi-tiered approach, the Oxnard School District has redesigned its academic programs and focus to align with the best practices and guidance of the state of California. The California EL Roadmap, as well as the content frameworks adopted by the state, have served as blueprints to identify frameworks, pedagogy, and practices that will support not only the vision of California but also that of the Oxnard School District as outlined in its Strategic Plan.

Similarly, the district has adopted a Positive Behavioral Interventions and Supports (PBIS) framework that guides the design of tiered programs fostering a climate where all students feel valued, accepted, safe, and engaged in meaningful learning reflective of their unique life experiences and identities. Through the district’s PBIS work, the district aims to increase students’ positive engagement with their school community.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Basic Services: Facilities in Good Repair (Priority 1)	CA Dashboard Local Data- Met Criteria			CA Dashboard Local Data- Met Criteria	
2.2	CA Dashboard: ELA (Priority 4)	Distance from Standard All: -57.2 English Learners: -77 Foster Youth: -116.3 Homeless Youth: -84.8 SED: -63.6 Student with Disabilities: -132.7 African American: -54.6 Hispanic: -60.5 White: -19.3 Two or More Races: -3.3 Asian: 25 Filipino: 28.7			Distance from Standard All: -25 English Learners: -35 Foster Youth: -50 Homeless Youth: -40 SED: -30 Student with Disabilities: -60 African American:-20 Hispanic: -30 White: -5	



Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					Two or More Races: 10 Asian: 40 Filipino: 45	
2.3	CA Dashboard: Mathematics (Priority 4)	Distance from Standard:  All: -90.8 English Learners: -104.5 Foster Youth: -125.1 Homeless Youth: -105.3 SED: -96.5 Student with Disabilities: -158.5 African American: -99.7 Hispanic: -94.5 White: -49.8 Two or More Races: -41.8 Asian: 18.2 Filipino: 3.4			Distance from Standard:  All: -45 English Learners: -50 Foster Youth: -60 Homeless Youth: -50 SED: -45 Student with Disabilities: -80 African American: -45 Hispanic: -45 White: -25 Two or More Races: -20 Asian: 30 Filipino: 15	
2.4	CA Dashboard: EL Progress (Priority 4)	EL Progress Rate  54.8%			EL Progress Rate  70%	
2.5	CA Dashboard: Science (Priority 4)	Distance from Standard:  All: English Learners: Foster Youth: Homeless Youth:			Distance from Standard:  All: English Learners: Foster Youth: Homeless Youth:	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		SED: Student with Disabilities: African American: Hispanic: White: Two or More Races: Asian: Filipino:			SED: Student with Disabilities: African American: Hispanic: White: Two or More Races: Asian: Filipino:	
2.6	CA Dashboard: Suspension Rate (Priority 4)	Suspension Rate:  All: 4.9% English Learners: 4.2% Foster Youth: 11.3% Homeless Youth: 5.7% SED: 5.2% Student with Disabilities: 6% African American: 5.7% Hispanic: 4.9% White: 5.7% Two or More Races: 6.7% Asian: 0% Filipino: 3.7%			Suspension Rate:  All: 0% English Learners: 0% Foster Youth: 0% Homeless Youth: 0% SED: 0% Student with Disabilities: 0% African American: 0% Hispanic: 0% White: 0% Two or More Races: 0% Asian: 0% Filipino: 0%	
2.7	CA Dashboard: Chronic Absenteeism (Priority 4)	Absenteeism Rate:  All: 27.2% English Learners: 24.8% Foster Youth: 38.7%			Absenteeism Rate:  All: 15% English Learners: 10% Foster Youth: 20%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Homeless Youth: 27.4% SED: 27.7% Student with Disabilities: 37.5% African American: 23.7% Hispanic: 27.4% White: 26.4% Two or More Races: 24% Asian: 20.8% Filipino: 15.3%			Homeless Youth: 15% SED: 15% Student with Disabilities: 15% African American: 10% Hispanic: 15% White: 15% Two or More Races: 15% Asian: 10% Filipino: 7%	
2.8	School Attendance Rate (Priority 5)	Local Data:  93.15%			Local Data:  98%	
2.9	Middle School Dropout Rates (Priority 5)	Local Data:  0%			Local Data:  0%	
2.10	Pupil Expulsion Rates (Priority 6)	Local Data:  .036%			Local Data:  0%	
2.11	Panorama Survey (Priority 7)					
2.12	Panorama Survey/Students with Exceptional Needs (Priority 7)					

# Goal Analysis [2023-24]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

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

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

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

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	English Literacy Intervention: Lexia	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. As part of the district's Multi-Tiered System of Supports (MTSS) Framework, Lexia operates as a Tier 2 intervention program, providing personalized learning experiences tailored to individual student needs in English literacy. Through its adaptive technology and data-driven approach, Lexia identifies areas for improvement, allowing	\$591,945.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>educators to deliver targeted instruction and interventions. By integrating Lexia into our MTSS framework, the district ensures that unduplicated student groups requiring additional support receive focused attention to enhance their English literacy skills. In alignment with the district's strategic plan, this action underscores the district's commitment to evidence-based interventions that support academic growth and achievement, fostering an inclusive learning environment where every student can succeed. This action will be monitored through the ELA CA Dashboard (SP 2.1.3).</p>		
<b>2.2</b>	Spanish Literacy Intervention: iStation-District Licenses	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Within the district's Multi-Tiered System of Supports (MTSS) framework, iStation is a tool that provides personalized learning experiences tailored to individual student needs in Spanish literacy. Through its adaptive technology and data-driven approach, iStation identifies areas for improvement, allowing educators to deliver targeted instruction and interventions. By integrating iStation into the district's MTSS framework, the district ensures that unduplicated student groups requiring additional support receive focused attention to enhance their Spanish literacy skills. In alignment with the district's strategic plan, the implementation of iStation underscores the district's commitment to evidence-based interventions that support academic growth and achievement, fostering an inclusive learning environment where every student can succeed. This action will be monitored through the ELA CA Dashboard (SP 2.1.3).</p>	\$109,320.00	Yes
<b>2.3</b>	Mathematics Intervention: IXL	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-</p>	\$255,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Tier 2 Math Intervention Program: IXL is an online educational platform with a particular focus on providing targeted math instruction and practice for unduplicated student groups. It offers personalized learning experiences designed to address the specific needs of unduplicated student groups who require additional support in mathematics. IXL helps teachers monitor student progress, identify math skill gaps, and provide differentiated instruction to support unduplicated student groups as part of Tier 2 interventions. This action will be monitored through the Mathematics CA Dashboard (SP 2.1.3).</p>		
2.4	Mathematics Intervention: Math Labs	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. To address the diverse learning needs of our unduplicated student groups and ensure equitable access to academic support, the district implements Math Labs as a key component of Tier 2 intervention. Math Labs provide targeted instruction and support to unduplicated student groups who require additional assistance to meet grade-level math standards. Math Labs incorporate ongoing progress monitoring and data analysis to inform instruction and track student growth over time. By integrating Math Labs into our Tier 2 intervention framework, we aim to accelerate student learning, close achievement gaps, and</p>	\$500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		ensure that all unduplicated student groups have the foundational math skills necessary for future success in college, career, and life. This action will be monitored through the Mathematics CA Dashboard (SP 2.1.3).		
<b>2.5</b>	Interventions: Tier III and Special Education	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Specialized interventions and materials are meticulously designed to cater to unduplicated student groups in need of additional support. These initiatives encompass a range of targeted supports, including the implementation of Reading Horizons as a supplemental curriculum for reading intervention, ST Math Intervention tailored specifically for unduplicated student groups in special education, and comprehensive teacher leader training aimed at enhancing professional development across subject areas. Complemented by robust instructional and behavioral support systems, these interventions underscore the district's dedication to fostering inclusive and equitable learning environments where every student has the opportunity to thrive academically and personally. This action will be monitored through the CA Dashboard (SP 2.2.3).	\$500.00	No Yes
<b>2.6</b>	Tier III and Specialized Support	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities,	\$213,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. To achieve this goal, we have outlined a strategic approach that includes the appointment of a Social Emotional Specialist through VCOE, offering counseling services specifically tailored for unduplicated student groups with Individualized Education Programs (IEPs), deploying 1:1 behavioral aides to address individual student needs, and assigning additional duties and assessments to our Special Education staff to ensure a holistic and inclusive support system. Through these measures, we aim to create a nurturing and inclusive environment where every student feels valued, supported, and empowered to achieve their full potential academically and personally. This action also includes home/hospital and non-ADA teaching hours (SP 2.1.3).</p>		
2.7	Alternative Disciplinary Approaches	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Recognizing the profound and lasting effects of school expulsion on unduplicated student groups, the Oxnard School District is committed to implementing alternative disciplinary approaches that prioritize support, intervention, and rehabilitation. In response, the district offers a range of proactive measures aimed at addressing behavioral issues effectively while fostering a supportive and inclusive learning environment, including Opportunity Classes for grades 6-8 at the Comprehensive Middle Schools. By providing academic and social-emotional support and prioritizing intervention and rehabilitation over punitive measures, the district aims to create a conducive environment where unduplicated student groups feel valued, supported, and empowered to overcome challenges and succeed both academically and personally. This action will be monitored through various metrics including,</p>	\$10,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
		Panorama Survey, CA Dashboard: Suspension Rate, School Attendance Rate, Middle School Dropout Rates, and Pupil Expulsion Rates (SP 2.2.4).		
<b>2.8</b>	Social Emotional Development	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Tiered social/emotional supports provide a comprehensive system that addresses the diverse needs of students, promotes positive mental health, and creates a supportive school environment where all students can thrive academically, socially, and emotionally. A universal SEL screening through Panorama provides data on student perspectives on school culture, positive relationships, and social/emotional competencies. The data is used to strengthen SEL supports and implement strategies to promote a positive school culture. By prioritizing social-emotional learning, we ensure that our unduplicated student groups not only excel academically but also thrive socially, emotionally, and personally, preparing them for a lifetime of success and well-being (SP 2.1.4).	\$247,700.00	Yes
<b>2.9</b>	Tutoring	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>students within the district. The Oxnard School District will support the practice of before and after-school tutoring as part of its Multi-Tiered System of Support (MTSS) framework. This action provides additional academic support to unduplicated student groups beyond regular school hours. These sessions offer personalized instruction tailored to individual student needs, allowing for focused attention on areas requiring extra help. Through one-on-one or small group interactions, unduplicated student groups can deepen their understanding of challenging concepts, clarify doubts, and reinforce learning from the classroom. Tutors' approach to remediation and the materials they utilize will be research-based and aligned with best practices (SP 2.1.6).</p>		
<b>2.10</b>	Literacy Intervention Teachers	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. As part of the district's Multi-Tiered System of Support (MTSS), Literacy Intervention Teachers (LIT) will be provided for all K-8 and elementary schools. Collaborating with classroom teachers, LIT teachers will support Tier 2 of the MTSS framework by identifying gaps in literacy among unduplicated student groups through assessments and delivering evidence-based Tier 2 interventions. Their approach to remediation and the materials they utilize is research-based and aligned with best practices. This action will be monitored through the Mathematics CA Dashboard, the Science CA Dashboard, and the English Language Arts CA Dashboard (SP 2.1.6).</p>	\$2,646,449.00	Yes
<b>2.11</b>	Intervention: Middle School	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The</p>	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Implementing Tier 2 Interventions for unduplicated student groups in need at middle schools is a vital component of the district's commitment to equity and student success. By providing targeted support beyond core instruction, the district ensures that all unduplicated student groups have access to the resources and assistance they need to thrive academically and socio-emotionally. This action not only acknowledges the diverse needs of the district's student population but also removes barriers to access. This action aligns with the district's multi-tiered system of support (MTSS) framework. Through these additional, focused, and targeted interventions, the district aims to foster a supportive and inclusive learning environment where all unduplicated student groups can reach their full potential. This action will be monitored through the Mathematics CA Dashboard, the Science CA Dashboard, and the English Language Arts CA Dashboard (SP 2.1.6).</p>		
2.12	Interventions: English Language Development	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Offering intervention opportunities to English Language Learners (ELLs) or Emergent Multilingual Learners (EMLs) is essential for their academic success and overall development. By providing targeted intervention to accelerate English language development, the district fosters an inclusive learning environment where</p>	\$500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		all unduplicated student groups, including Emergent Multilingual Learners, have the resources to excel and thrive. Investing in the language development of EMLs not only prepares them for academic success but also sets them up for long-term success in higher education, careers, and society as a whole, aligning with the district's strategic plan and reflected in the district's student profile. This action will be monitored through the English Language CA Dashboard (SP 2.2.1).		
<b>2.13</b>	Universal Screening: Gifted and Talented	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district will implement universal screening for gifted and talented education at the end of the second grade for all unduplicated student groups across the district. This action aims to ensure equitable access to gifted and talented programs for all unduplicated student groups. By implementing universal screening, the district will identify gifted students who may have been previously overlooked or underrepresented in gifted education programs. Additionally, early identification through screening will enable the district to provide appropriate educational opportunities and support from an early age, helping to prevent underachievement and ensure that gifted unduplicated student groups are challenged and engaged in their learning. This action will be monitored through the Mathematics CA Dashboard, the Science CA Dashboard, and the English Language Arts CA Dashboard (SP 2.2.1).	\$11,000.00	Yes
<b>2.14</b>	Migrant Education	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual	\$18,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Migratory youth in California face significant educational challenges as they often move between schools throughout the year, crossing school district and state lines to follow work in industries such as agriculture, fishing, dairy, or logging. The MEP focuses on meeting the needs of migratory unduplicated student groups arising from their mobility, aiming to ensure that all such unduplicated student groups can meet the same challenging state academic standards as their peers. Through a combination of federal and state support, the MEP strives to provide targeted assistance to migratory youth, helping them overcome the educational barriers associated with their transient lifestyle and achieve academic success. This action will be monitored through various CA Dashboard metrics (SP 2.2.1).</p>		
<b>2.15</b>	Newcomer Academy	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district will offer newly arrived student student groups to the country, in grades 3-8, the opportunity to enroll in the district's Newcomer Academy. The newcomer academy is a specialized program that prioritizes intensive English language development, employing evidence-based strategies to facilitate rapid language acquisition and active participation in academic activities. Moreover, social and emotional support follows best practices in counseling and mentorship, offering unduplicated student groups the guidance and encouragement</p>	\$13,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		needed to navigate the challenges of adjusting to a new school and culture. This action will be monitored through various CA Dashboard metrics (SP 2.2.1).		
<b>2.16</b>	Attendance Technicians	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. In an effort to combat absenteeism and enhance truancy prevention, the Oxnard School District will hire Attendance Technicians for each school. They will play a vital role in monitoring attendance, identifying patterns of absenteeism, and implementing strategies to address these issues proactively. By having dedicated staff members focused on attendance, the district aims to create a supportive environment where unduplicated student groups feel encouraged to attend school regularly, leading to improved academic outcomes and overall student success. This action will be monitored through the Chronic Absenteeism CA Dashboard and School Attendance Rates (SP 2.2.2).	\$2,028,056.00	Yes
<b>2.17</b>	School Attendance Review Board (SARB)	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all	\$15,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>students within the district. By aligning with state priorities and leveraging county support, particularly through monthly meetings where an Assistant District Attorney collaborates with the School Attendance Review Board (SARB) team, the action ensures a coordinated approach to tackling truancy. This collaboration offers legal guidance and support to families, equipping them with resources to address underlying issues contributing to student absences. By reducing truancy rates and improving overall attendance, this initiative directly supports academic achievement by ensuring students are present and engaged in their learning. This action will be monitored through the Chronic Absenteeism CA Dashboard and School Attendance Rates (SP 2.2.2).</p>		
2.18	Expanded Summer Learning	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. To address this disparity, funds will support additional time in school with a variety of learning opportunities. OSD has developed a robust Summer School program, specifically the Summer Writing, Science, and Math Camp, which is a full-day program available to students in Grades K-8. The program, led by credentialed teachers, offers an enrichment-based academic curriculum in the morning and collaborates with the Afterschool program for activities in the afternoons. It will run for one month during the summer, with district-wide transportation provided to ensure access for all students. These actions aim to increase access to the core curriculum and provide specific interventions tailored to each low-income and English learner or Emergent Multilingual Learner student, ultimately leading to improved student performance on state and local assessments. This action will be monitored through various California Dashboard Metrics (SP 2.2.3).</p>	\$218,600.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.19	Expansion of Learning Opportunities	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Expanded Learning Opportunities during out-of-school time offer a valuable supplement to students' instructional programs rather than replacing them. This action aims to provide students with additional time in school, where adults will offer academic support, social and emotional support, as well as enrichment and intervention opportunities. These supports include access to counselors, arts programs, field trips, and more. The goal is to extend the school day to nine hours, incorporating before and after-school activities. This action will be monitored through various California Dashboard Metrics (SP 2.2.3).</p>	\$22,400,195.00	Yes
2.20	Library/Media Technicians	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Library/Media Technicians (LMTs) play a vital role in fostering literacy, supporting academic achievement, and promoting a love for learning among unduplicated student groups. They curate diverse and inclusive collections that reflect the interests and backgrounds of students, providing access to a wide range of materials. They also collaborate with teachers to integrate information literacy skills into the</p>	\$1,009,501.00	Yes



Action #	Title	Description	Total Funds	Contributing
		curriculum, empowering unduplicated student groups to navigate the vast landscape of information effectively. Since LMTs do not hold Library Services Credentials, the district contracts with the Ventura County Office of Education, which employs a full-time credentialed librarian to provide support and professional development to the district's LMTs. This action will be monitored through various California Dashboard Metrics (SP 2.2.4).		
<b>2.21</b>	Maintain Diverse School Libraries	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. School libraries play a crucial role in bridging the gap between privileged and at-risk students by providing equal access to resources for learning, ensuring they embrace diversity and inclusion. These libraries will be supported for use both in the classroom and at home, fostering a culture of literacy and inclusivity throughout the community. This action will be monitored through various California Dashboard Metrics (SP 2.2.4).	\$150,000.00	Yes
<b>2.22</b>	AVID Implementation	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. For unduplicated student groups, access to	\$450,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>classes preparing them for college is crucial. The District offers Advancement Via Individual Determination (AVID) and AVID Excel elective courses in all middle and K-8 schools. AVID is an educational program aimed at supporting middle school students in achieving academic success and preparing for college and careers. It equips students with academic skills, organizational strategies, and college-readiness resources to excel in rigorous coursework. The program emphasizes critical thinking, collaboration, inquiry, and reading and writing skills. Additionally, AVID fosters student engagement, a sense of belonging, and a growth mindset. Research indicates that AVID participation correlates with increased academic achievement, higher graduation rates, and greater college enrollment among middle school students. This action will be monitored through various California Dashboard Metrics (SP 2.2.6).</p>		
2.23	Annual Parent Rights Notification	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The purpose of the Annual Parent Rights Notification is to inform parents or guardians about their rights regarding their child's education, including privacy rights, disciplinary procedures, and other important information mandated by state and federal laws. It serves as a crucial document to ensure transparency and communication between the school district and parents or guardians. Envision Consulting's role in reviewing the notification ensures that it is comprehensive, up-to-date, and compliant with all legal requirements, thereby safeguarding the rights of parents and unduplicated student groups while promoting accountability and adherence to educational regulations. By involving and empowering families through comprehensive and transparent communication, this action ensures that parents or guardians are well informed about their rights, thereby supporting the academic achievement of unduplicated</p>	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		student groups. This action will be monitored through various California Dashboard Metrics (SP 2.4.4).		
<b>2.24</b>	Restorative Practices	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The Oxnard School District recognizes the crucial importance of reducing suspensions and expulsions for unduplicated student groups. To address this need, professional development will be offered to staff, accompanied by resources to bolster restorative practices district-wide. These initiatives will be implemented utilizing existing personnel and school time, with monitoring facilitated through the Panorama Survey. By ensuring the effective implementation of support across all student demographics, the district aims to foster a more inclusive and supportive educational environment for everyone. This action will be monitored through the Panorama Survey, the Suspension Rate CA Dashboard, the Chronic Absenteeism CA Dashboard, the School Attendance Rate, the Middle School Dropout Rates and the Pupil Expulsion Rates (SP 2.3.1).	\$0.00	Yes
<b>2.25</b>	Positive Behavior Supports (PBIS)	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and	\$133,200.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>community engagement, and mental health services, while benefiting all students within the district. The action supports the implementation of district-wide positive behavior interventions aimed at fostering a supportive and conducive learning environment for all unduplicated student groups. Through this initiative, the district intends to adopt evidence-based strategies and practices that promote positive behaviors, social-emotional development, and academic success across all schools. By providing comprehensive training to educators and staff members, the district ensures consistent implementation of these interventions, thereby establishing clear expectations for behavior and creating a culture of respect, responsibility, and inclusion throughout the school community. Tier 2 behavior supports within the PBIS framework are crucial for addressing the needs of students who require additional support beyond universal interventions but who do not need intensive, individualized interventions. These supports help to prevent the escalation of behavioral challenges and provide targeted interventions to promote positive behavior and academic success. Examples of Tier 2 behavior supports might include small group social skills instruction, check-in/check-out systems, and mentorship programs. By prioritizing positive behavior interventions district-wide, the district demonstrates its commitment to creating safe, supportive, and nurturing learning environments that empower students to reach their full potential. This action will be monitored through the Suspension Rate CA Dashboard, the Chronic Absenteeism CA Dashboard, the School Attendance Rate, the Middle School Dropout Rates, and the Pupil Expulsion Rates (SP 2.3.4).</p>		
<b>2.26</b>	<b>Safe Learning Environments</b>	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. As part of the district's ongoing commitment to</p>	\$108,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		maintaining a safe and secure environment in schools, the district will implement comprehensive safety measures. These actions include the implementation of safety protocols, staff training, and the deployment of appropriate resources when necessary. This action aims to cultivate a positive learning environment where students feel safe, supported, and empowered to reach their full potential. This action will be monitored through the Panorama Survey (SP 2.4.4).		
<b>2.27</b>	School Resource Officers	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Integrating School Resource Officers (SROs) into our school community serves as a key component of the district's commitment to creating safe, welcoming, and inspiring environments that foster positive connections among students, staff, and families. These trained professionals collaborate with school educational partners to promote a culture of safety, trust, and respect. By prioritizing positive relationships and emphasizing effort, persistence, and engagement, the district's SROs contribute to a conducive learning environment where unduplicated student groups can thrive academically and socially. Through their proactive approach and commitment to building positive relationships, SROs play a vital role in establishing an inclusive and supportive school climate that prioritizes the holistic development of every student. This action aims to cultivate a positive learning environment where students feel safe, supported, and empowered to reach their full potential. This action will be monitored through the Panorama Survey (SP 2.4.4).	\$235,851.00	Yes
<b>2.28</b>	School Safety Plans	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. School safety plans are updated annually in accordance with the Education Code. The school teams collaborate with educational partners to identify resources and elements crucial to school safety and climate. This action aims to cultivate a positive learning environment where students feel safe, supported, and empowered to reach their full potential. This action will be monitored through the Panorama Survey (SP 2.4.4).</p>		
2.29	Student Assemblies: Social Media and Positive Interactions	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Through student assemblies focused on the proper use of social media and positive interactions, the district promotes a culture of safety, respect, and kindness within our schools. With this action, the district not only enhances physical security measures but also fosters a supportive environment where everyone feels valued and empowered to thrive academically, socially, and emotionally. This action reflects an ongoing dedication to creating inclusive and nurturing school environments that prioritize the well-being and success of all members of the school community. This action will be monitored through the Panorama Survey (SP 2.4.4).</p>	\$500.00	Yes



Action #	Title	Description	Total Funds	Contributing
<b>2.30</b>	Transportation for General Education, Homeless and Foster Youth	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Providing transportation for homeless and foster youth is essential for ensuring their educational continuity and access to vital resources. By offering transportation services, homeless and foster youth can maintain stability by attending their home school, providing a sense of familiarity and consistency in their education. Moreover, transportation facilitates access to enrichment programs, extracurricular activities, and support services crucial for their holistic development. These programs offer opportunities for socialization, academic support, and emotional well-being. Overall, providing transportation ensures equal opportunities for education, support, and enrichment activities, empowering unduplicated student groups to thrive academically and socially despite their housing instability or foster placement. This action will be monitored through the Chronic Absenteeism CA Dashboard, the School Attendance Rate, and the Middle School Dropout Rates (SP 2.4.4).	\$75,000.00	Yes
<b>2.31</b>	Materials and Supplies for Youth Experiencing Homelessness/ McKinney-Vento	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all	\$80,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>students within the district. The proposed action outlines the implementation of a Backpack Food Program tailored to support McKinney-Vento youth within the district. It also includes support through additional resources that families experiencing homelessness can use to provide basic necessities. This initiative acknowledges the unique circumstances faced by McKinney-Vento youth and seeks to address food insecurity in a practical and proactive manner. Through partnerships with local food banks and community organizations, the program will provide eligible McKinney-Vento youth with backpacks containing non-perishable food items to supplement their nutritional needs over weekends and breaks. By providing tangible support to unduplicated student groups, the program aims to enhance their overall well-being and academic success. This action will be monitored through the Panorama Survey (SP 2.4.5).</p>		
2.32	Child Nutrition	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Recognizing the critical link between student well-being and academic success, the district prioritizes creating optimal learning conditions for all students. As part of this commitment, OSD provides healthy breakfast, lunch, snack, and supper meals to students, aiming to enhance their ability to learn and thrive. To ensure the sustainability of these efforts, the district may supplement the Child Nutrition programs with contributions from the General Fund as necessary. Providing meals for unduplicated student groups supports their academic achievement by ensuring they are well-nourished, which enhances their ability to focus, learn, and perform effectively in school. This action will be monitored through the various CA Dashboard metrics (SP 2.4.5).</p>	\$12,669,667.00	Yes



Action #	Title	Description	Total Funds	Contributing
2.33	Substance Abuse Prevention	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Through comprehensive educational initiatives, the district prioritizes equipping unduplicated student groups with the knowledge, skills, and resilience needed to make informed decisions regarding substance use. By emphasizing prevention strategies alongside intervention and support measures, the district aims to address the root causes of substance misuse and empower students to lead healthy, substance-free lives. Collaborating closely with students, educators, families, and community partners, the district collectively works to dismantle stigmas surrounding substance abuse, foster empathy, and promote a culture of well-being and responsibility. This commitment underscores the district's dedication to safeguarding the holistic development and success of each student. By providing tangible support to unduplicated student groups, this action aims to enhance their overall well-being and academic success. This action will be measured through the Panorama Survey (SP 2.4.5).</p>	\$0.00	Yes
2.34	Facilities	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. A growing body of research indicates that</p>	\$7,000,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>school facilities have a measurable impact on student achievement and connectedness. A conducive learning environment can enhance student engagement, motivation, and overall academic performance. By maintaining 21st-century schools with modern facilities and resources, the Oxnard School District ensures that unduplicated student groups have access to the tools and spaces necessary for effective teaching and learning. Additionally, well-maintained and updated school facilities can foster a sense of pride and belonging among unduplicated student groups, staff, and the broader school community. Ultimately, investing in school infrastructure is an investment in the future success and well-being of unduplicated student groups. This action will be monitored through the CA Dashboard metrics as well as the Panorama Survey (SP 2.5.1).</p>		
<b>2.35</b>	Student Mentoring Opportunities	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. By creating partnerships with local universities and organizations and connecting unduplicated student groups with mentors who share similar backgrounds or career interests, students can gain valuable insights, advice, and encouragement to help them set and achieve their goals. Additionally, these partnerships offer access to resources, networks, and experiences beyond what is available within the school setting, enriching their learning journey and broadening their horizons. Overall, these partnerships play a vital role in promoting student success, personal growth, and academic achievement. This action will be monitored through various CA Dashboard Metrics (SP 2.6.1).</p>	\$0.00	Yes
<b>2.36</b>	Superintendent Fellows	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-</p>	\$63,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action involves appointing a student representative from each school site to collaborate directly with the superintendent, facilitating a dialogue about the student experience within the Oxnard School District. These student representatives serve as liaisons between the superintendent and their peers, providing a platform for student voices and perspectives to be heard and considered in district-level decision-making processes. By actively involving students in discussions about their educational experiences, the district ensures that student needs, concerns, and ideas are central to its policies and practices. This action not only empowers unduplicated student groups by giving them a voice in shaping their education but also promotes transparency, accountability, and inclusivity within the school community. Through this collaborative approach, the district aims to foster a culture of mutual respect, trust, and shared responsibility for the success of all unduplicated student groups. This action will be monitored through the CA Dashboard Metrics and the Panorama Survey (SP 2.6.1).</p>		
<b>2.37</b>	Special Programs	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. By providing diverse and enriching assemblies and experiences tailored to support academic, social, and emotional</p>	\$1,261,256.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>development, the action seeks to enhance student engagement and learning outcomes. With a particular focus on unduplicated student groups, this action aims to rectify resource inequities and foster a more inclusive educational environment aligned with state priorities. Ultimately, by prioritizing inclusivity and holistic development, the initiative not only addresses the specific needs of underserved student populations but also benefits the entire district by creating a more equitable and enriching educational landscape. This action will be monitored through the CA Dashboard Metrics and the Panorama Survey (SP 1.3.1).</p>		

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
3	<p>Guidance and Support to Sites and 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 students reach high levels of academic excellence, multilingual achievement, global competency, and healthy identity development, agency, and voice.</p> <p>3.1 CULTURE OF EMPOWERMENT            3.2 PROFESSIONAL LEARNING &amp; SUPPORT            3.3 RECOGNITIONS            3.4 STUDENT ASSESSMENT            3.5 SUPPORT TO SITES</p>	Broad Goal

**State Priorities addressed by this goal.**

Priority 2: State Standards (Conditions of Learning)  
 Priority 7: Course Access (Conditions of Learning)  
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)

**An explanation of why the LEA has developed this goal.**

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.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Local Indicator: CA Dashboard	CCSS ELA- 4/5 CCSS Mathematics- 4/5			Local Indicators CA Dashboard	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Implementation of CA Standards (Priority 2)	History-Social Science- 4/5 ELD (Aligned to ELA)- 4/5 NGSS- 4/5			CCSS ELA- 5/5 CCSS Mathematics- 5/5 History-Social Science- 5/5 ELD (Aligned to ELA)- 5/5 NGSS- 5/5	
3.2	Local Indicator: CA Dashboard Professional Development (Priority 2)	CCSS ELA- 5/5 CCSS Mathematics- 5/5 History-Social Science- 5/5 ELD (Aligned to ELA)- 4/5 NGSS- 5/5			CA Dashboard Professional Development  CCSS ELA- 5/5 CCSS Mathematics- 5/5 History-Social Science- 5/5 ELD (Aligned to ELA)- 5/5 NGSS- 5/5	
3.3	Panorama: Staff Survey (Priority 7)	Percentage Reported Positvely to the District Providing Services to Induplicated Pupils- 68%			Panorama Staff Survey  Percentage Reported Positvely to the District Providing Services to Induplicated Pupils- 90%	
3.4	Panorama: Staff Survey (Priority 7)	Percentage Reported Positvely to the District Providing Services to			Panorama Survey	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Induplicated Pupils- 68%			Percentage Reported Positively to the District Providing Services to Induplicated Pupils- 90%	
3.5	STAR 360 Early Literacy (Priority 8)	At or Above Benchmark Spring Reporting Window-18.3%			At or Above Benchmark Spring Reporting Window- 50%	
3.6	STAR 360 Spanish Early Literacy (Priority 8)	At or Above Benchmark Spring Reporting Window- 53.4%			At or Above Benchmark Spring Reporting Window- 75%	
3.7	STAR 360 English (Priority 8)	At or Above Benchmark Spring Reporting Window- 28.9%			At or Above Benchmark Spring Reporting Window- 50%	
3.8	STAR 360 Spanish (Priority 8)	At or Above Benchmark Spring Reporting Window- 50.22%			At or Above Benchmark Spring Reporting Window- 70%	
3.9	STAR 360 Mathematics (Priority 8)	At or Above Benchmark Spring Reporting Window- 21.4%			At or Above Benchmark Spring Reporting Window- 50%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.10	Pathway Toward Biliteracy (Priority 8)	Met Recognition Criteria Grade 5- 26.25% Grade 8- 50.48%			Met Recognition Criteria Grade 5- 50% Grade 8- 75%	
3.11	Physical Fitness Test (Priority 8)	Participation Rate Grade 5  Aerobic Capacity- 94% Abdominal Strength- 93% Trunk Extension Strength- 95% Upper Body Strength- 95% Flexibility- 95%  Participation Rate Grade 8  Aerobic Capacity- 96% Abdominal Strength- 96% Trunk Extension Strength- 96% Upper Body Strength- 96% Flexibility- 96%			Participation Rate Grade 5  Aerobic Capacity- 100% Abdominal Strength- 100% Trunk Extension Strength- 100% Upper Body Strength- 100% Flexibility- 100%  Participation Rate Grade 8  Aerobic Capacity- 100% Abdominal Strength- 100% Trunk Extension Strength- 100% Upper Body Strength- 100% Flexibility- 100%	



# Goal Analysis [2023-24]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

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

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

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

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Developing Human Capital: PD for Strategic Plan Recommendations	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Implementing a coherent professional development program for teachers, support staff, and administrators is crucial for enhancing the district's capacity to successfully implement the strategic plan recommendations. This action ensures that all staff members receive the necessary training and support to effectively execute the	\$10,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>strategies outlined in the plan. By providing targeted professional development opportunities, the district can empower its employees with the knowledge and skills needed to address the diverse needs of unduplicated student groups and communities. Additionally, such training fosters a culture of continuous improvement and innovation, ultimately leading to improved student outcomes. This action will be monitored through, the Panorama Staff Survey, the Local Indicator Metrics, STAR 360 Assessments, and the Pathway Towards Biliteracy Percentage of Eligible Students (SP 3.2.1).</p>		
3.2	Teachers on Special Assignment/Content Specialists	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action is aimed at providing coaching and support to classroom teachers, equipping them with valuable resources to enhance their instructional practices. Teachers on Special Assignment (TOSAs ) collaborate closely with teachers, offering personalized guidance, sharing best practices, and facilitating professional development initiatives. Additionally, Content Specialists provide specialized expertise in specific subject areas, offering tailored resources and guidance to educators seeking to deepen student learning experiences. Through their coaching and support, TOSAs/Content Specialists empower classroom teachers to implement evidence-based strategies, personalize instruction, and meet the diverse needs of all learners. This action will be monitored through, the Panorama Staff Survey, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.2.7).</p>	\$3,353,237.55	Yes

Action #	Title	Description	Total Funds	Contributing
3.3	Professional Learning: Implementation of State Standards	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The action aims to provide comprehensive professional development opportunities for teachers, administrators, and classified staff. Beginning with a thorough needs assessment, the initiative will identify specific areas requiring attention in the implementation of state standards. Collaborating closely with district departments and schools, a tailored curriculum will be developed, emphasizing best practices and strategies for supporting diverse learners, including second language learners/Emergent Multilingual Learners. The professional development will integrate seamlessly with the district's strategic plan, aligning with its goals and objectives to enhance student and staff profiles. Continuous support and mentoring will be offered post-training sessions, accompanied by robust evaluation mechanisms to gauge effectiveness and gather feedback for ongoing improvement. Through this holistic approach, the initiative aims to empower practitioners with the knowledge and skills necessary for successful state standards implementation, ultimately enriching the learning experiences of all unduplicated student groups within the district. This action will be monitored through, the Panorama Staff Survey, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.2.14).</p>	\$441,375.00	Yes
3.4	Professional Learning: Central Management	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing</p>	\$11,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The action aims to provide professional learning opportunities and memberships to professional organizations tailored specifically for Central Office Management personnel, with a direct focus on benefiting unduplicated student groups and improving learning outcomes. By investing in professional development and fostering connections with other professionals, Central Office Management personnel will be better equipped to address the complex challenges and responsibilities inherent in their roles, ultimately leading to more efficient and effective district operations that directly impact student outcomes and experiences. This action will be monitored through, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.2.14).</p>		
3.5	Professional Learning for Educational Leaders	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district. School leaders bear the responsibility of instituting equitable practices within our schools, ensuring the adoption of high-impact instructional methodologies. A critical component of a school leader's success lies in their ability to drive teaching and learning outcomes by establishing clear expectations regarding learning practices within the school community. This entails fostering a culture where organizational values and behaviors are unequivocally aligned with the overarching goal of enhancing student success. To equip school leaders for this pivotal role, targeted professional development is imperative, focusing on key areas including the development of instructional equity to promote student success, data-driven decision-making processes, fostering inclusive school cultures through an equity lens, implementing Universal Design for Learning practices, and integrating Multi-Tiered Systems of Support (MTSS). This action is primarily aimed at addressing the specific needs of unduplicated student groups, ensuring that every student within the district</p>		Yes

Action #	Title	Description	Total Funds	Contributing
		has equitable access to quality education and opportunities for academic advancement. This action will be monitored through, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.2.14).		
<b>3.6</b>	Professional Learning for Teachers on Special Assignment (TOSAs) and Content Specialists	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Providing professional development to teachers on special assignment (TOSAs) and instructional specialists is crucial for the academic achievement of unduplicated student groups. TOSAs and instructional specialists coach and support classroom teachers in best practices, equipping them with the tools and strategies needed to effectively teach unduplicated student groups. This advanced skill and knowledge enable TOSAs and instructional specialists to guide and assist teachers in delivering high-quality, differentiated instruction. By fostering collaboration and sharing best practices, professional development ensures a cohesive and supportive learning environment, ultimately leading to improved academic performance and the closing of achievement gaps for unduplicated student groups. This action will be monitored through, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.2.14).	\$86,736.00	Yes
<b>3.7</b>	Professional Learning: Spanish Language, Common Core en Espanol and	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action	\$29,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
	World Language Standards	directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action entails providing professional learning opportunities for teachers focused on the Spanish Language, Common Core in Spanish, and World Language Standards. Through targeted workshops and ongoing training sessions, educators will gain a deep understanding of the standards and best practices for teaching Spanish language proficiency and promoting cultural competency. The professional learning will encompass curriculum development, instructional strategies, assessment methods, and resources aligned with the standards. This action aims to strengthen the district's biliteracy programs, empower teachers with the skills and knowledge to meet the needs of diverse learners and promote language acquisition and appreciation within the district's school community. This action will be monitored through the Star 360 Spanish and the Pathway Towards Biliteracy Percentage of Eligible Students (SP 3.2.14).		
3.8	Professional Learning for Teachers: Biliteracy	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. To effectively support practitioners in implementing the district's biliteracy framework and uphold the district's vision of multilingualism and additive approaches reflective of unduplicated student groups' identities, the district has developed a comprehensive staff development and support plan, which includes district and site leaders, educators, and support staff. Practitioners will receive professional development tailored to their roles and collaborative opportunities to	\$530,291.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>enhance their practice within biliteracy. Providing professional development supports the academic achievement of unduplicated student groups by equipping educators with the skills and knowledge needed to effectively implement the district's biliteracy framework, thereby addressing resource inequities and enhancing instructional practices. This action will be monitored through the Panorama Staff Survey, the STAR 360 Spanish, and the Pathway Towards Biliteracy Percentage of Eligible Students (SP 3.2.14).</p>		
<b>3.9</b>	Professional Learning: Mathematics	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. To enhance instructional quality, subject-expert staff leaders will provide professional learning based on the CA mathematics framework and best practices, including the Thinking Classrooms Philosophy. Offering training on state standards implementation will effectively meet the needs of unduplicated student groups by ensuring access to quality instruction. Effective initial teaching is crucial for learning state standards, fostering a culture of continuous improvement and innovation, ultimately leading to improved student outcomes. This action will be monitored through STAR 360 Mathematics (SP 3.2.14).</p>	\$262,147.00	Yes
<b>3.10</b>	Professional Learning for Teachers: Middle School Content Specific	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing</p>	\$46,500.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The initiative aims to enhance the instructional practices and content knowledge of educators within our middle schools. Through focused professional learning and coaching, teachers delve into the California frameworks specific to each content area, gaining a comprehensive understanding of the standards and expectations outlined. Moreover, educators engage in a deep dive into standards and high-leverage practices supporting academic shifts, closely aligning with the implementation of the district's strategic plan. By investing in the professional development of the district's middle school teachers, the district reinforces its commitment to academic excellence, ensuring that every student receives a rigorous and enriching educational experience that prepares them for success in school and beyond. This action will be monitored through, the Staff Panorama Survey, the Local Indicator Metrics, STAR 360 Assessments, and the Pathway Towards Biliteracy Percentage of Eligible Students (SP 3.2.14).</p>		
3.11	Professional Learning for Teachers: Newcomers Academy	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Teachers instructing at the Newcomer Academy receive tailored training focused on effectively supporting students who are recent immigrants and English Language Learners (ELLs)/Emergent Multilingual Learners (EML). This professional learning encompasses culturally responsive pedagogy, language acquisition strategies, and trauma-informed practices. Through collaborative learning experiences, educators gain invaluable insights and practical tools to</p>	\$78,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>create inclusive, supportive, and academically rigorous learning environments for newcomer unduplicated student groups. By ensuring that teachers are equipped with the necessary skills and knowledge to meet the unique needs of this population, the district aims to guarantee equitable access to high-quality education and promote the success of all unduplicated student groups, regardless of their linguistic or cultural backgrounds. This action will be monitored through the Staff Panorama Survey, the Local Indicator Metrics, and the STAR 360 Assessments (SP 3.2.14).</p>		
3.12	Professional Learning: Health Education	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district is committed to providing comprehensive health education, including Human Growth and Development, in accordance with California Education Code Sections 51930-51939. This education is designed to equip unduplicated student groups with accurate, age-appropriate information and skills necessary to make informed decisions about their physical, mental, and social well-being. The Oxnard School District ensures its health education curriculum is inclusive of diverse perspectives, culturally sensitive, and aligned with state standards. Prior to instruction, parents or guardians are notified and provided with the opportunity to review instructional materials and opt their child out if desired. Providing comprehensive health education, including Human Growth and Development, equips unduplicated student groups with the information and skills necessary for informed decision-making about their well-being, thereby addressing resource inequities, supporting their overall development, and positively impacting their academic achievement. This action will be monitored through the Staff Panorama Survey (SP 3.2.14).</p>	\$18,738.00	Yes

Action #	Title	Description	Total Funds	Contributing
<b>3.13</b>	Professional Learning: Transitional Kindergarten	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action will encompass all new UTK instructional mandates, such as Preschool Foundations, Frameworks, Desired Results Developmental Profile (DRDP), and Socio-Emotional practices. Emphasizing the significance of these initiatives, the professional development will also delve into Developmentally Appropriate Instructional Practices tailored to the delivery of the current District-adopted TK curriculum. By equipping educators with these tools and insights, the district aims to enhance teaching efficacy and promote optimal learning experiences for young unduplicated student groups, fostering their holistic development and academic success. This action will be monitored through the Staff Panorama Survey and the STAR 360 Early Literacy Assessments ( SP 3.2.14).	\$10,000.00	Yes
<b>3.14</b>	Professional Learning: Gifted and Talented Education	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Historically, unduplicated student groups have been underrepresented in accelerated programs. In acknowledgment of	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>this disparity, the district will prioritize providing professional learning opportunities tailored to Gifted and Talented Education (GATE) for teachers. This action highlights the imperative of fostering the potential of all unduplicated student groups, including those with exceptional abilities. Through targeted training and development, educators will enhance their capacity to identify and effectively serve gifted learners, particularly unduplicated student groups. This action will be monitored through, the Staff Panorama Survey, the Local Indicator Metrics, and the STAR 360 Assessments (SP 3.2.14).</p>		
<p><b>3.15</b></p>	<p>Training and Professional Learning: STAR/myOn</p>	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. To optimize student learning outcomes and support educator proficiency, the district will implement a comprehensive training and professional learning program focused on the effective utilization of the STAR/myON educational platforms. This action aims to equip teachers with the necessary skills and knowledge to leverage the diverse features and resources offered by STAR/myON thereby enhancing student engagement and academic growth. This action will be monitored through, the Staff Panorama Survey, the Local Indicator Metrics, and the STAR 360 Assessments (SP 3.2.14).</p>	<p>\$832,990.00</p>	<p>Yes</p>
<p><b>3.16</b></p>	<p>Professional Learning: Cultural Proficiency and Focus on Equitable Practices</p>	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing</p>	<p>\$0.00</p>	<p>Yes</p>

Action #	Title	Description	Total Funds	Contributing
		<p>resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Recognizing the critical link between cultural proficiency and academic achievement, the district will bolster its efforts in supporting cultural proficiency and focusing on equitable practices. This entails prioritizing the enhancement of teacher and leadership capacity through various professional development opportunities, such as webinars, workshops, literature review/book studies, and summer PD sessions. This action aims to equip staff with the necessary skills and knowledge to create inclusive learning environments that support the academic success of all students, particularly unduplicated student groups. This action will be monitored through, the Staff Panorama Survey, the Local Indicator Metrics, STAR 360 Assessments, and the Pathway Towards Biliteracy Percentage of Eligible Students (SP 3.5.1).</p>		
3.17	Professional Learning: Planning for Access and Equity	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Recognizing the critical link between equity and academic success, a study conducted by Orenda Education in the Spring of 2024 identified areas for improvement in promoting equity within the district. The findings from this study will inform professional learning opportunities for practitioners aimed at enhancing their cultural competency and enabling the implementation of culturally responsive teaching practices. Orenda Education will provide guidance, support, and professional development for identified school teams, including teachers, TOSAs, as well as central office and site leaders. This comprehensive support system is crucial for fostering an inclusive and supportive learning</p>	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		environment, ultimately enhancing academic success for all students within the district. This action will be monitored through, the Staff Panorama Survey, the Local Indicator Metrics, STAR 360 Assessments, and the Pathway Towards Biliteracy Percentage of Eligible Students (SP 3.5.4).		
3.18	CSI Support for Fremont Academy	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Fremont Academy has been designated as a Comprehensive Support and Improvement (CSI) school due to its performance levels on 4 out of the 5 indicators on the California Dashboard: Chronic Absenteeism (very high), Suspension Rate (very high), and Academics (very low for both ELA and Math). Under the Every Student Succeeds Act (ESSA), Section 1003 allocates funding to schools for CSI strategies and activities directly linked to school improvement efforts. These include capacity building, plan development and implementation, needs assessments, root cause analysis, identification and development of evidence-based interventions, and using data for improvement efforts. To address the contributing factors to this performance and to meet the requirements for CSI funding, OSD will engage Orenda Education. They will provide guidance, support, and professional development for Fremont's school team to establish and refine systems and practices rooted in equity, driven by data, and sustained through collaborative learning. This action will be monitored through, the Staff Panorama Survey, the Local Indicator Metrics, and the STAR 360 Assessments (SP 3.5.4).	\$166,280.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.19	Professional Learning: Restorative Practices	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This initiative directly addresses this data, aligning with state priorities and rectifying resource disparities while benefiting all students. The district's proactive approach to reducing suspension and expulsion rates among unduplicated student groups not only aligns with state priorities and addresses resource disparities but also underscores its significance in enhancing academic success. By prioritizing professional development and resources to bolster restorative practices district-wide, the district aims to create a more inclusive and supportive learning environment for all students. Recognizing the correlation between a positive school climate and academic achievement, these efforts emphasize the crucial role of equitable disciplinary practices in fostering student success. This action will be monitored through, the Staff Panorama Survey and the Local Indicator Metrics (SP 3.2.14).</p>	\$17,206.00	Yes
3.20	Professional Learning: Counselors	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Providing professional development to school counselors is essential for enhancing the academic achievement of unduplicated student groups. Through targeted professional development,</p>	\$102,300.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>counselors can gain expertise in culturally responsive practices, effective communication strategies, and data-driven interventions tailored to the needs of unduplicated student groups. This specialized training empowers counselors to provide both academic and socio-emotional support, fostering resilience and promoting a positive school climate. By equipping school counselors with the necessary skills and knowledge, the district ensures they can effectively advocate for and implement strategies that enhance the academic success and emotional well-being of unduplicated student groups. This comprehensive support system ultimately contributes to closing achievement gaps and ensuring equitable access to educational opportunities for all students. This action will be monitored through the Staff Panorama Survey and the Local Indicator Metrics.</p>		
3.21	Professional Learning and Wellness for Staff	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Unduplicated student groups exhibit higher absenteeism rates and feelings of disconnectedness from school. Therefore, it's crucial that staff members undergo ongoing professional development equipped with strategies and tools to effectively cater to their unique needs. The Professional Growth for OSSA members, including nurses, counselors, speech pathologists, program specialists, behaviorists, and psychologists, plays a pivotal role in this effort. This action primarily targets meeting the needs of unduplicated student groups and all students alike, acknowledging the necessity of comprehensive support across all demographics for effective implementation. This action will be monitored through the Staff Panorama Survey and the Local Indicator Metrics (SP 3.2.14).</p>	\$500.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.22	Professional Learning for Outreach Consultants (ORCs)	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action is essential for Outreach Consultants (ORCs) who serve as crucial liaisons between the school district and its families, particularly for unduplicated student groups such as English learners, students from low-income families, and foster youth. By focusing on culturally proficient practices, enhancing family engagement strategies, and aligning their efforts with the district's strategic plan, professional development ensures that ORCs are equipped with the skills and knowledge needed to effectively bridge communication and support between schools and families. This action will be monitored through the Staff Panorama Survey and the Local Indicator Metrics (SP 3.2.14).</p>	\$500.00	Yes
3.23	Training and Professional Learning for Substitute Teachers	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This initiative underscores the paramount importance of ensuring a seamless continuum of learning experiences for unduplicated student groups, even in the absence of their regular teachers. By providing comprehensive training and professional development opportunities tailored specifically to substitute teachers, the district acknowledges the pivotal role they play in maintaining continuity and</p>	\$15,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
		fostering a conducive learning environment. Through specialized curricula covering essential aspects such as classroom management strategies, instructional techniques, and adherence to district policies, substitutes are empowered with the tools and knowledge needed to effectively navigate diverse classroom scenarios. This action not only enhances the professional growth and satisfaction of substitute teachers but also bolsters the district's capacity to deliver high-quality education consistently. This action will be monitored through, the Staff Panorama Survey, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.2.14).		
<b>3.24</b>	Training and Professional Learning for Classified Staff	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Recognizing the indispensable roles classified staff play in the daily operations of our schools, this initiative underscores the importance of investing in their skills, knowledge, and job performance. By providing comprehensive training opportunities tailored to their needs, we not only empower them to excel in their current roles but also pave the way for future career advancement within the district. Moreover, this initiative aligns closely with the district's strategic goals and priorities, emphasizing the integral part classified staff members play in achieving student success and fostering a supportive educational environment. This action will be monitored through the Staff Panorama Survey and the Local Indicator Metrics (SP 3.2.14).	\$25,000.00	Yes
<b>3.25</b>	Training: Medical Response	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The		Yes

Action #	Title	Description	Total Funds	Contributing
		<p>unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Annually, the school office staff and healthcare personnel undergo CPR training. This action contributes to creating a safer environment conducive to learning for all unduplicated student groups. By equipping staff members with essential CPR skills, the initiative enhances the school's preparedness to respond effectively to medical emergencies that may arise on campus. Furthermore, the voluntary nature of the training ensures that staff members who opt to participate are not only empowered with life-saving knowledge but also demonstrate a commitment to the well-being of unduplicated student groups and the entire school community. By ensuring safety measures, such as crisis management plans and trained staff, schools can protect students' physical well-being and create a supportive atmosphere that enhances their overall academic performance. This action will be monitored through the Staff Panorama Survey (SP 3.2.14).</p>		
3.26	Training: Action Preparedness	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Action Preparedness Training is crucial for ensuring the safety and well-being of students and staff members in schools. This level of preparedness is essential for creating a safe and secure environment within the school community, instilling confidence among students, staff, and parents that the school is equipped to handle</p>	\$15,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>emergencies and safety concerns effectively. Overall, Action Preparedness Training plays a vital role in promoting safety, resilience, and preparedness within the school environment. This level of preparedness contributes to a conducive learning environment where students feel safe, supported, and able to achieve their academic potential. Thus, Action Preparedness Training is not only instrumental in promoting safety but also in supporting academic success within the school community (SP 3.2.14).</p>		
<b>3.27</b>	<p>Training and Professional Learning: Data Management Systems</p>	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Professional development sessions will be provided to district and site administrators and teachers on the use of the Student Data Management System (SDMS), highlighting the critical role of data-driven decision-making in enhancing student achievement and fostering academic success. This action empowers administrators and teachers with data-driven decision-making skills to address performance gaps and enhance student success. This action will be monitored through, the Staff Panorama Survey, the Local Indicator Metrics, and the STAR 360 Assessments (SP 3.2.14).</p>	\$91,960.00	Yes
<b>3.28</b>	<p>Training and Professional Learning: Communication Platforms</p>	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities,</p>	\$500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Enhancing communication between schools and families is crucial for fostering a supportive learning environment, especially for unduplicated student groups. By providing professional development sessions to update communication platforms and improve outreach strategies, the district ensures that families are well-informed and engaged in their children's education. This proactive approach not only strengthens the partnership between schools and families but also promotes student achievement by facilitating greater parental involvement and support. This action will be monitored through the Panorama Staff Survey (SP 3.2.14).</p>		
<b>3.29</b>	Future Administrators Academy	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. In alignment with our commitment to fostering effective school leadership and professional development, the district allocates funding to support the district's Administrators Academy. By investing in this action, the district demonstrates its commitment to cultivating a pipeline of skilled and effective school leaders who are equipped to drive positive change and enhance student outcomes in the Oxnard School District. This action will be monitored through the Panorama Staff Survey (SP 3.2.4).</p>	\$30,000.00	Yes
<b>3.30</b>	Consulting Teacher	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual</p>	\$30,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The overarching goal of the consulting teacher is to provide support for teachers and help them develop their capacity, as defined by the California Standards of the Teaching Profession. The consulting teacher will assist teachers in improving instructional performance. This action is crucial as it fosters a collaborative learning environment where teachers receive personalized guidance and mentorship tailored to their needs, ultimately leading to enhanced teaching effectiveness and improved student achievement. This action cultivates a culture of continuous professional growth, ensuring that teachers remain engaged, motivated, and equipped with the necessary skills to meet the evolving needs of their unduplicated student groups, thus positively impacting student academic success. This action will be monitored through the Staff Panorama Survey (SP 3.2.7).</p>		
3.31	Peer Assistance Review (PAR)	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The Peer Assistance and Review (PAR) program serves as a platform for ongoing professional development, offering constructive feedback, observation, and mentorship to help teachers refine their instructional techniques and classroom management strategies. By fostering a culture of collaboration and continuous improvement, PAR promotes accountability, job satisfaction, and teacher retention within the district. Through peer support and mentorship,</p>	\$15,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>participating teachers have the opportunity to share best practices, collaborate on instructional strategies, and reflect on their practice, ultimately contributing to the overall success of teachers, unduplicated student groups, and the educational community as a whole. This action will be monitored through the Staff Panorama Survey (SP 3.2.7).</p>		
<b>3.32</b>	Review/Redesign Report Cards	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. As part of the district's strategic plan, there will be a review and redesign of report cards to ensure they are parent-friendly, self-explanatory, inclusive of progress on meeting the Student Profile, and grounded in competencies. This initiative aims to enhance communication between schools and families by presenting student progress in a clear and accessible format. The redesigned report cards will provide parents with comprehensive insights into their child's academic growth, including proficiency in key competencies aligned with the Student Profile. Through this approach, we will promote transparency, understanding, and collaboration, fostering a supportive environment for student success. This action will be monitored through the Family Panorama Survey, Local Indicator Metrics, STAR 360 Assessments, and the Pathway Towards Biliteracy Percentage of Eligible Students (SP 3.4.1).</p>	\$27,950.00	Yes
<b>3.33</b>	Implementation of Required State Assessments	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing</p>	\$393,643.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district implements and supports required State testing district-wide, including CAASPP, PFT, and ELPAC. The initial administration of the ELPAC takes place in the fall, while the CAASPP, PFT, and ELPAC Summative assessments occur in the spring. The district supports state testing with necessary resources and the provision of professional development to teachers and administrators. The Testing Coordinator plays a crucial role in managing all district and state-required assessments, and providing technical support to staff as needed. Participation in required State testing demonstrates the district's commitment to transparency, accountability, and compliance with state and federal education regulations. This action will be monitored through the Staff Panorama Survey (SP 3.4.7).</p>		
3.34	Baseline Instruction for Unduplicated Student Groups	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Ensuring the creation and maintenance of safe, affirming, equitable, and culturally enriched multilingual learning environments is crucial for fostering high intellectual performance across all content areas, which is vital for 21st-century success. By covering all costs associated with delivering instruction to unduplicated student groups, the district aims to provide every student with the necessary support to thrive academically. This comprehensive approach includes providing baseline instruction resources, support staff, and funds for instructional supplies and extra-curricular activities, all of which play a crucial role in enhancing student achievement and success. This action will be monitored</p>	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		through the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.5.1).		
<b>3.35</b>	Textbook Adoptions	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The adoption and purchase of new core textbooks are vital for ensuring that unduplicated student groups have access to up-to-date and high-quality instructional materials. By updating textbooks according to the State Board of Education's approved frameworks and assessments, schools can ensure that instructional materials remain current and relevant to unduplicated student groups' learning needs. Additionally, considering the needs of diverse student populations, such as English Learners or Emergent Multilingual Learners, unduplicated student groups receiving special education services, and those in biliteracy programs, is crucial for promoting equity and inclusivity in education. Adopting textbooks that address their unique learning needs is essential for providing equitable learning opportunities for all unduplicated student groups. This action also includes the replenishment of materials. This action will be monitored through the Local Indicator Metrics, STAR 360 Assessments, and the Pathway Towards Biliteracy Percentage of Eligible Students (SP 3.5.1).	\$3,150,290.00	Yes
<b>3.36</b>	Additional Teachers Above Base Staffing	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action	\$8,213,939.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action entails the addition of additional teachers to certain classrooms to allow for low student-to-teacher ratios in some instances. This adjustment enables more personalized attention and targeted support, particularly for classrooms with unduplicated student groups. By ensuring lower ratios, unduplicated student groups can benefit from a more individualized learning experience, which can contribute to academic success and overall well-being. This action will be monitored through, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.5.8).</p>		
3.37	Maintain 24:1 TK- 3rd Grade Average	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Full implementation of the Local Control Funding Formula (LCFF) mandates the maintenance of a 24-to-1 class size average as a legislative requirement. This ensures that unduplicated student groups receive adequate attention and support in the classroom, fostering a conducive learning environment. By maintaining smaller class sizes, teachers can provide more personalized instruction, address individual student needs more effectively, and create a more engaging and supportive learning atmosphere. This investment in maintaining smaller class sizes reflects the district's commitment to student success and academic achievement. This action will be monitored through Local</p>	\$1,393,545.27	Yes

Action #	Title	Description	Total Funds	Contributing
		Indicator Metrics, STAR 360 Assessments, and the Pathway Towards Biliteracy Percentage of Eligible Students (SP 3.5.8).		
3.38	School Site Allocations to be Prioritized by School Site Council	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Each school site receives an allocation based on the school's enrollment of low-income, English learner, and foster youth unduplicated student groups. School personnel are required to evaluate LCAP data points related to these populations to ensure plans focus on their needs. They work with School Site Councils to inform educational partners of goals and targets and revise plans accordingly. Each School Site Plan (SPSA) specifies how LCFF funding addresses identified needs and meets LCAP goals for unduplicated student groups. This action will be monitored through, the Staff Panorama Survey, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.5.8).	\$5,380,269.00	Yes
3.39	Above Base/ Assistant Principals	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action entails the addition of assistant	\$3,907,200.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>principals to provide supplemental support beyond the identified staffing baseline, aimed at bolstering schools toward achieving high performance. Assistant principals serve as invaluable resources in augmenting school effectiveness, offering specialized assistance to principals and staff in administrative duties, fostering positive school cultures, and implementing strategies to elevate academic standards. Through this strategic investment, we reinforce our commitment to facilitating the success of our schools and empowering them to reach their full potential as centers of excellence in education. This action will be monitored through, the Student Panorama Survey, the Staff Panorama Survey, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.5.8).</p>		
3.40	Teacher Substitutes/ Site Assigned/	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. In line with our commitment to providing the best instructional opportunities for unduplicated student groups, each school in the district has a designated substitute-on-call. With this action, the district aims to maintain continuity in learning experiences and minimize disruptions. This action underscores our dedication to upholding high educational standards and fostering an environment conducive to student success. By ensuring classroom coverage, the district demonstrates its commitment to delivering quality education across all schools in the district. This action will be monitored through, the Student Panorama Survey, the Staff Panorama Survey, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.5.8).</p>	\$743,883.75	Yes

Action #	Title	Description	Total Funds	Contributing
3.41	Supplemental Instructional Materials	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Materials that complement the core curriculum are carefully selected to enhance classroom instruction and support diverse learning needs. Whether through textbooks, workbooks, digital resources, manipulatives, or other educational tools, Supplemental Instructional Materials offer additional resources and activities to deepen unduplicated student groups' understanding of key concepts and reinforce learning objectives. By integrating these materials into lesson plans, teachers can provide differentiated instruction, address individual learning styles, and foster student engagement and mastery. This action reflects the district's dedication to ensuring equitable access to high-quality educational resources, thereby empowering unduplicated student groups to achieve academic success and reach their full potential. This action will be monitored through, the Student Panorama Survey, the Staff Panorama Survey, the Local Indicator Metrics, STAR 360 Assessments, the Pathway Towards Biliteracy Percentage of Eligible Students, and the Physical Fitness Test (SP 3.5.8).</p>	\$1,370,219.00	Yes

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
4	<p>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 students, as defined by the Oxnard Student Profile.</p> <p>4.1 STUDENT PROFILE ALLIANCES            4.2 FAMILY ENGAGEMENT &amp; SUPPORT            4.3 PARENT/FAMILY RESOURCES            4.4 COMMUNITY PARTNERSHIPS &amp; RELATIONSHIP BUILDING            4.5 HIGHER EDUCATION            4.6 FAMILY/COMMUNITY COMMUNICATIONS</p>	Broad Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)

An explanation of why the LEA has developed this goal.

The Oxnard School 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.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	Panorama: Family Survey/ Parent Input (Priority 3)	Percentage Reported Positively to the District Seeking Input- 86%			Percentage Reported Positively to the District Seeking Input- 95%	
4.2	Panorama: Family Survey/ Parental Participation (Priority 3)	Percentage Reported Positively to the District Seeking Participation- 86%			Percentage Reported Positively to the District Seeking Participation- 95%	
4.3	Panorama Family Survey/ Parental Participation for individuals with Exceptional Needs (Priority 3)	Percentage Reported Positively to Family Engagement- 83%			Percentage Reported Positively to Family Engagement- 95%	

## Goal Analysis [2023-24]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

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

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

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

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework, Family and Community Engagement committees, DELAC, Parent Education and Support	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. To mitigate this, the district aims to enhance parent capacity, empowerment, and advocacy, thereby positively impacting student academic and social-emotional development. Recognizing the crucial role of parental involvement in academic success, this initiative seeks to strengthen collaboration with various parent and community groups, including the District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Steering Committee & African American Parent Group, Asian American Pacific Islander Group, School Site Councils, Mixteco Steering Committee, Mixteco parent group, and a District Family and Community Engagement Committee. These proactive measures are pivotal in fostering increased student performance on state and local assessments. This action ensures a holistic approach to academic achievement, with the ultimate goal of enhancing student outcomes and success. This action will be measured through the Family Panorama Survey (SP 4.2.1).	\$190,000.00	Yes
4.2	Equitable Access for Participation (Zoom)	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action	\$148,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. To mitigate this and enhance the engagement of families of unduplicated student groups, the district will provide accessibility to Zoom, a video conferencing platform, to improve communication. Through Zoom, the district will offer webinars and support instructional activities, fostering a stronger connection between parents, students, and educators. This increased engagement is crucial for academic achievement, as it allows for more effective communication and collaboration between all community partners involved in a student's education. Additionally, by providing access to instructional support and resources through Zoom, the district ensures students from unduplicated student groups receive the necessary assistance to improve their academic performance. This action facilitates access for families who are unable to physically attend school sites or leave work for meetings, thus removing barriers to parental involvement and promoting a supportive learning environment conducive to academic success This action will be measured through the Family Panorama Survey (SP 4.2.2).</p>		
4.3	Family Resource Center	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action involves the establishment of a dedicated space within the Oxnard School District community aimed at providing comprehensive support and resources to families. This center serves as a hub for families to access a wide range of services, programs, and information designed to meet the diverse needs of unduplicated</p>	\$13,687.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>student groups and enhance their overall well-being. By providing a central location for families to seek support and connect with resources, the Family Resource Center promotes a sense of belonging, empowerment, and resilience within the community. Through this action, the district demonstrates its commitment to fostering strong partnerships between schools and families, promoting equity and access to resources, and supporting the holistic development of unduplicated student groups and their families. This action will be measured through the Family Panorama Survey (SP 4.2.2).</p>		
4.4	Enrollment Center	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district's enrollment center serves as a centralized location for families to register and enroll students across all 21 school sites, streamlining the process and ensuring consistency. This centralized hub offers essential services, including student registration, initial language assessments, program placement options, and transfer requests. By providing these services in one location, the enrollment center ensures that unduplicated student groups receive timely and accurate assessments, leading to appropriate program placements that cater to their specific needs. The initial language assessment is particularly crucial for identifying English learners and placing them in suitable language support programs, which are vital for their academic success. The enrollment center's comprehensive services support the academic achievement of unduplicated student groups by facilitating access to the right educational resources and support from the outset, thereby promoting a smoother transition into the school system and setting a strong foundation for future learning. This action will be measured through the Family Panorama Survey (SP 4.2.2).</p>	\$564,380.00	Yes

Action #	Title	Description	Total Funds	Contributing
4.5	Family Wrokshops: Diversity, Equity, and Inclusion	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The Oxnard School District's initiative to host interactive workshops for parents on diversity, equity, and inclusion not only addresses the needs of unduplicated student groups but also directly supports academic achievement. By empowering parents with the knowledge and skills to create inclusive environments at home and in the community, these workshops foster a supportive educational ecosystem. Research consistently shows that a positive and inclusive school culture correlates with improved academic performance. Therefore, by strengthening partnerships between parents and the school, promoting equity, and advancing social justice, this action lays a foundation for enhanced academic success among all students. This action will be measured through the Family Panorama Survey (SP 4.2.2).</p>	\$21,400.00	Yes
4.6	Parent/Teacher Teams	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district will pilot the Parent/Teacher Teams model in select district schools to enhance collaboration between parents,</p>	\$137,614.50	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>teachers, and unduplicated student groups in support of academic achievement. Through regular meetings and data-informed discussions, parents and teachers will collaborate to establish academic goals, track progress, and identify strategies for supporting learning both at home and in the classroom. Additionally, the district will provide capacity-building workshops and resources to empower parents with the knowledge and skills needed to support their child's education effectively. By implementing Parent/Teacher Teams, the district aims to strengthen the home-school partnership, promote sustained parent engagement, and improve academic outcomes for all unduplicated student groups. This action will be measured through the Family Panorama Survey (SP 4.2.2).</p>		
4.7	<p>Systems of Communication to Include the Voices of our Different Parent Groups in the Design of Learning Experiences for unduplicated student groups and Families</p>	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. By disseminating accurate information through various channels such as videos, district webpages, and social media platforms, the district ensures that everyone stays informed about important projects, initiatives, and updates related to the student profile. This level of transparency not only promotes accountability but also empowers stakeholders to actively participate in the district's strategic planning and decision-making processes. Furthermore, offering communication in multiple languages, including Mixteco and ASL when needed, demonstrates a commitment to inclusivity and accessibility, ensuring that all members of the community can engage with the information effectively. Ultimately, effective communication fosters a sense of community, strengthens relationships, and contributes to the overall success and well-being of unduplicated student groups. This action will be measured through the Family Panorama Survey (SP 4.2.4).</p>	\$500.00	Yes

Action #	Title	Description	Total Funds	Contributing
4.8	Supporting Cultural Proficiency and Focus on Equitable Practices	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action holds significant importance as it focuses on building the capacity of teachers and leaders in cultural proficiency and effective school-family engagement. By providing professional development opportunities such as webinars, workshops, and literature reviews/book studies, the district empowers staff to better understand and address the needs of unduplicated student groups. Enhancing cultural proficiency and promoting strong school-family partnerships are essential for creating inclusive learning environments where all unduplicated student groups can thrive academically and socially. Therefore, investing in professional development in these areas is crucial for improving student outcomes and fostering a supportive and inclusive school community. This action will be measured through the Family Panorama Survey (SP 4.2.5).	\$500.00	Yes
4.9	Transition to High School- Parent Workshops	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. To assist parents in supporting their unduplicated student groups' transition to high school, the district provides	\$500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>student and parent workshops on 'Going to High School and Beyond.' ORCs and counselors will conduct workshops for parents of unduplicated student groups in grades 5 and up to review what they need to consider before their transition to high school. This action includes preparing unduplicated student groups and families with information and support regarding A-G opportunities and requirements in high school. Recognizing the crucial role of parental involvement in academic success, these workshops not only provide essential information but also empower parents to actively support their children's academic journey. By equipping parents with the knowledge and resources needed to navigate the transition to high school, this action contributes to improved academic outcomes for unduplicated student groups, fostering a path toward academic achievement and success. This action will be measured through the Family Panorama Survey (SP 4.3.3).</p>		
4.10	Special Education Parent Supports	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action encompasses a multifaceted approach aimed at providing comprehensive assistance and resources to parents of unduplicated student groups receiving special education services within the district. Central to this effort is the establishment of the "Special Education Community Council," a monthly gathering comprising a selected committee representing diverse stakeholders within the community. This council serves as a platform for open dialogue, collaboration, and partnership between parents, educators, and other relevant stakeholders. In addition to the Community Council, the district offers targeted "Parent Training" tailored to specific groups within the special education community, addressing the unique needs and challenges faced by parents of unduplicated student groups with various disabilities,</p>	\$40,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		including Autism, Emotional Disturbance (ED), and those utilizing Augmentative and Alternative Communication (AAC) systems. By providing specialized training, the district aims to empower parents with knowledge, skills, and resources to effectively support their children's academic, social, and emotional development. This action will be measured through the Family Panorama Survey (SP 4.3.3).		
<b>4.11</b>	Parent Support Liaison	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The Parent Support Liaison focuses on providing support, guidance, and resources to families to help them navigate various aspects of their children's education. Acting as a bridge, the Parent Support Liaison facilitates communication, fosters positive relationships, and addresses concerns or questions that parents may have regarding school policies, programs, or services. Additionally, the liaison collaborates with school staff to organize workshops, informational sessions, and other events aimed at empowering parents to become more actively involved in their children's academic journey. Through this action, the district aims to strengthen partnerships between schools and families, promote parental engagement, and ultimately enhance student success and well-being. This action will be measured through the Family Panorama Survey (SP 4.3.3).	\$110,479.02	Yes
<b>4.12</b>	Translators/ Interpretors: Mixteco	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action	\$208,764.72	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action aims to address the linguistic and cultural diversity within the Oxnard School District community, particularly among families who speak Mixteco as their primary language. These translators/interpreters play a critical role in facilitating communication and understanding between school staff, unduplicated student groups, and families who may face language barriers. By providing translation and interpretation services, the district ensures that vital information regarding school programs, policies, and student progress is effectively conveyed to Mixteco-speaking families. This action is crucial for academic achievement, as it ensures that all families, regardless of their linguistic backgrounds, have equal access to important educational information and resources. This action supports the district's broader goal of promoting inclusivity, equity, and access, thereby fostering a community partnership conducive to academic achievement. This action will be measured through the Family Panorama Survey (SP 4.4.1).</p>		
4.13	Translators/ Interpreters: Spanish	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action aims to address the linguistic and cultural diversity within the Oxnard School District community, particularly among families who speak Spanish as their primary language. These translators/interpreters play a critical role in facilitating communication and understanding between school staff and families who may face language barriers. By providing translation and interpretation services, the district will</p>	\$747,074.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>ensure that vital information regarding school programs, policies, and student progress is effectively conveyed to Spanish-speaking families. This action supports the district's efforts to promote inclusivity, equity, and access to education for all unduplicated student groups and families, regardless of their linguistic backgrounds, fostering a supportive and welcoming environment that values and respects the diverse cultural and linguistic identities of its community members, thereby fostering a community partnership conducive to academic achievement. This action will be measured through the Family Panorama Survey (SP 4.4.1).</p>		
4.14	Contract for Interpreting Services	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action recognizes the importance of effective communication between school staff, unduplicated student groups, and families who may speak languages other than English. By contracting with qualified interpreters, the district aims to ensure clear and accurate communication in various contexts, including parent-teacher conferences, school events, and meetings. These interpreting services will enable non-English-speaking families to fully engage with the educational process, understand important information, and actively participate in their children's education. Additionally, by providing access to professional interpreters, the district reinforces its commitment to equity, inclusivity, and cultural responsiveness, thus fostering a supportive and welcoming environment for all members of the school community, thereby fostering a community partnership conducive to academic achievement. This action will be measured through the Family Panorama Survey (SP 4.4.1).</p>	\$32,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
4.15	Panorama Surveys	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Utilizing the Panorama platform, this action seeks to assess and enhance family engagement practices while also gathering insights to inform the development and refinement of the Local Control and Accountability Plan (LCAP). Through the survey, families are provided with the opportunity to share their perspectives, experiences, and priorities regarding their child's education, as well as their engagement with the school community. By leveraging the Panorama platform, the district aims to streamline the survey administration process, maximize participation rates, and obtain actionable data to drive informed decision-making and strategic planning efforts. This action will be measured through the Family Panorama Survey (SP 4.6.1).</p>	\$20,000.00	Yes
4.16	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members (Web Content Analyst)	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district has hired a webmaster tasked with supporting the updating of the Oxnard School District website and individual school sites. The Web Content Analyst possesses expertise in both technical aspects and content management to ensure accurate and timely updates. Additionally, they establish protocols to maintain</p>	\$170,854.17	Yes

Action #	Title	Description	Total Funds	Contributing
		consistency across all OSD pages and sites, thereby enhancing accessibility and user experience, and fostering a community partnership conducive to academic achievement for unduplicated student groups. This action will be measured through the Family Panorama Survey (SP 4.6.6).		
<b>4.17</b>	Board Room	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action involves maintaining the infrastructure of the district's board room as a proactive measure to enhance transparency and foster open communication between the district and the community it serves. By engaging and informing the community, it strengthens family engagement, positively impacting the academic achievement of unduplicated student groups. This action will be measured through the Family Panorama Survey (SP 4.6.6).	\$350,000.00	Yes

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
5	<p>Transformational Leadership and Infracstructure: 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; facilitate strategic plan implementation; monitor progress and assess effectiveness and sustainability; and position the district as a leader in equitable and excellent education.</p> <p>5.1 STRATEGIC PLAN IMPLEMENTATION                      5.2 DISTRICTWIDE COHERENCE                      5.3 ACCOUNTABILITY &amp; PROGRESS MONITORING                      5.4 HUMAN CAPITAL                      5.5 COMMUNICATIONS                      5.6 FINANCE &amp; TECHNOLOGY INFRASTRUCTURE</p>	Broad Goal

**State Priorities addressed by this goal.**

Priority 1: Basic (Conditions of Learning)  
 Priority 7: Course Access (Conditions of Learning)

**An explanation of why the LEA has developed this goal.**

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 8th grade. There is a pressing need for articulation between the district and the high schools into which Oxnard students matriculate.

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. The Oxnard Stakeholder Design Team will develop recommended actions for each of these strategic goals.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
5.1	Local Indicator: CA Dashboard Percentage of Properly Credentialed Teachers (Priority 1)	Percentage of Credentialed Teachers- 88.5%			Percentage of Credentialed Teachers- 100%	
5.2	Local Indicator: CA Dashboard Facilities in Good Repair (Priority 1)	Met Criteria			Met Criteria	
5.3	Local Indicator: Course Access Master Schedules (Priority 7)	Data Pending			Data Pending	
5.4	Local Indicator Course Access Master Schedules/Exceptional Needs (Priority 7)	Data Pending			Data Pending	

## Goal Analysis [2023-24]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

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

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

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

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
5.1	Oxnard Empowers - Implementation of Strategic Plan	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The aim of this initiative is to implement the district's vision-focused and action-oriented strategic plan. This plan articulates a compelling vision for the future we envision for our district and community, clearly outlining how we will engage all Oxnard unduplicated student groups in high-level learning opportunities that prepare them for success in a global 21st-century environment. This action supports the academic achievement of unduplicated student groups by implementing a strategic plan that provides equitable resources and high-level learning opportunities, preparing them for success in a global 21st-century environment. This action will be monitored through the CA Dashboard Metrics (SP 5.1.1).	\$500.00	Yes

Action #	Title	Description	Total Funds	Contributing
5.2	Board of Education	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Recognizing the critical role of the Board of Education in shaping the direction and policies of the district, this action is designed to provide board members with opportunities for ongoing learning and skill enhancement. The professional learning activities for the Board of Education encompass a diverse range of topics relevant to their responsibilities and governance roles, including legal and ethical responsibilities, effective governance practices, educational policy and leadership, fiscal management and accountability, and equity, diversity, and inclusion. By engaging in continuous professional learning, Board of Education members are better equipped to fulfill their governance duties effectively, make informed decisions, and advocate for the needs of unduplicated student groups, staff, and the community. Ultimately, this action contributes to the overall effectiveness and success of the Oxnard School District in achieving its educational goals and priorities. This action will be monitored through the CA Dashboard Metrics (SP 5.2.2).</p>	\$1,710,237.00	Yes
5.3	Resources: Superintendent	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all</p>	\$500,829.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>students within the district. Acknowledging the pivotal role the Superintendent plays in steering the district towards its goals and cultivating a culture of excellence, this action is designed to provide ongoing learning and skill enhancement opportunities. Encompassing a broad spectrum of topics crucial to leadership responsibilities. The professional learning activities for the Superintendent include educational leadership and vision, strategic planning and implementation, instructional leadership, organizational management and governance, and equity, diversity, and inclusion. By engaging in continuous professional learning, the Superintendent is empowered to lead with foresight, integrity, and efficacy, driving positive change and sustainable improvement within the Oxnard School District. Ultimately, this initiative is pivotal in advancing the district's educational mission and meeting the diverse needs of its unduplicated student groups, staff, and community. This action will be monitored through the CA Dashboard Metrics (SP 5.2.2).</p>		
5.4	Professional Learning: Three District Days	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Recognizing that interventions alone are insufficient, the district emphasizes the pivotal role of best-first instruction in improving outcomes for unduplicated student groups. To this end, the district will allocate three additional professional development days to staff. These days will focus on social and emotional programs and strategies, mathematics, literacy, lesson design, evidence-based instructional strategies, and district programs aligned with instruction. The overarching aim is to enhance services for unduplicated student groups by fostering teaching and learning centered on rigorous grade-level standards. This action will be monitored through the CA Dashboard Metrics (SP 5.2.2).</p>	\$1,758,239.13	Yes



Action #	Title	Description	Total Funds	Contributing
5.5	District Wide Banking of Minutes	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district firmly believes that prioritizing high-quality initial instruction will have the most significant impact on improving outcomes for these unduplicated student groups. To achieve this goal, the district will implement Banking of Minutes districtwide. This entails 'banking' additional instructional minutes during the instructional week to create a common planning time for staff. Students will be dismissed one hour earlier on Wednesdays while maintaining the required instructional minutes mandated by the California State. During this dedicated hour, staff will engage in focused collaborative instructional planning. This action will be monitored through the CA Dashboard Metrics (SP 5.2.3).</p>	\$1,653,648.00	Yes
5.6	New Teacher Institute	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The New Teacher Institute offers essential information and resources to teachers new to the district, supporting them both in instruction and as employees. Specialized training is provided to Special Education teachers. There are full days before the start of the school year and additional full days and after-school sessions for follow-up</p>	\$25,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
		throughout the school year. This action will be monitored through the CA Dashboard Metrics (5.2.2).		
5.7	New Administrators Institute	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The implementation of the New Administrators Institute directly responds to this imperative. By providing new administrators with comprehensive information and resources, this initiative ensures that they are equipped to lead effectively and make informed decisions that positively impact student learning outcomes. Specialized training tailored to their roles, including sessions before the academic year begins and ongoing support throughout, not only supports administrators' professional growth but also fosters an environment conducive to academic success for all students. This action will be monitored through the CA Dashboard Metrics (5.2.2).	\$15,000.00	Yes
5.8	Professional Collaboratives	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district will establish a task force composed of practitioners to collaboratively assess and review the current district	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>programs and practices, ensuring alignment with standards-based instruction, assessment, curriculum, and professional development. These efforts will reflect the best practices and pedagogical principles outlined in the district's strategic plan. The ultimate goal is to support the development of OSD's Student Profile alongside the achievement of unduplicated student groups, mastery of standards, and college and career readiness as defined in OSD EMPOWERS. This action will be monitored through the CA Dashboard Metrics (SP 1.3.1).</p>		
5.9	Collaboration Opportunities: Mathematics	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action focuses on promoting collaboration among educators within the Mathematics domain, leveraging the practice of Thinking Classrooms. Through collaborative planning and discussion, teachers will enhance mathematics instruction and student learning outcomes. They'll share best practices, explore new instructional strategies, and collectively problem-solve challenges. The Thinking Classrooms framework emphasizes student-centered learning, critical thinking, and problem-solving skills development. By fostering collaboration and leveraging the Thinking Classrooms framework, this action aims to empower educators to create enriching mathematics learning experiences that inspire curiosity, creativity, and a deep understanding among unduplicated student groups. This action will be monitored through the CA Dashboard Metrics (SP 5.2.3).</p>	\$500.00	Yes
5.10	Collaboration: Transitional Kindergarten and	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The</p>	\$15,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
	Kindergarten Teachers	unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Collaborative planning empowers teachers to address individual student needs more effectively, providing targeted support and differentiation to accommodate diverse learning styles and abilities. Additionally, fostering strong relationships between teachers benefits unduplicated student groups by instilling a sense of continuity and belonging, facilitating their transition into the next phase of their education. Ultimately, collaboration between teachers enriches the overall educational experience for unduplicated student groups, positioning them for academic and social success. This action will be monitored through the CA Dashboard Metrics (SP 5.2.3).		
5.11	Collaboration Opportunities: Biliteracy	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The focus of this action is to provide teachers with opportunities to function as a Professional Learning Community. Guided and supported by a Teacher on Special Assignment, the goal is to refine lesson design based on biliteracy units and grounded in the district's adopted biliteracy framework, embodying best practices and high-leverage strategies. Through this collaboration, teachers receive tailored guidance and support to effectively implement research-based approaches that foster bilingualism, biliteracy, and cultural competency among unduplicated student groups, aligning with our district's mission and vision outlined in the	\$71,445.00	Yes

Action #	Title	Description	Total Funds	Contributing
		strategic plan. This action underscores our commitment to equity, excellence, and inclusivity, ensuring that all unduplicated student groups thrive in a multicultural and multilingual learning environment. This action will be monitored through the CA Dashboard Metrics (SP 5.2.3).		
5.12	Collaboration Opportunities: Middle School	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Middle school collaboration provides an opportunity for teachers who teach the same content to come together, share best practices, and plan instruction based on the California frameworks and standards. Following a Professional Learning Community (PLC) model, this collaborative effort allows practitioners to learn from each other and work together toward the common goal of providing unduplicated student groups with effective instruction. This action will be monitored through the CA Dashboard Metrics (SP 5.2.3).	\$51,960.00	Yes
5.13	Collaboration Opportunities: Supporting the Implementation of State Standards and Frameworks	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Through collaboration among practitioners, the district aims to ensure alignment of curriculum, instruction, and	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		assessment with state-mandated standards. This action reinforces the district's commitment to providing unduplicated student groups with a rigorous and equitable learning experience that prepares them for success in college, career, and beyond, as outlined in the district's strategic plan and reflected in the district's student profile. This action will be monitored through the CA Dashboard Metrics (SP 5.2.3).		
<b>5.14</b>	Employee Onboarding	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action aims to ensure that new hires to the district receive comprehensive guidance on district policies and procedures, fostering a supportive and cohesive work environment. By equipping staff with clear expectations and resources, the district aims to enhance its effectiveness in supporting student success. This commitment to structured onboarding will ultimately strengthen the district's ability to meet the diverse needs of unduplicated student groups, contributing significantly to their academic growth and achievement. This action will be monitored through the CA Dashboard Metrics (SP 5.4.4).	\$15,000.00	Yes
<b>5.15</b>	Educational Services: Management and Support Staff	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and	\$639,166.40	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>community engagement, and mental health services, while benefiting all students within the district. To advance the objectives and aspirations of the District, it is imperative to strengthen the Educational Services Department with proficient Central Office Staff. These professionals will collaborate closely with school leaders, teachers, and stakeholders to ensure alignment with district goals and standards. Their expertise will not only support current initiatives but also pave the way for innovative approaches to teaching and learning. Enhancing the Educational Services Department with skilled Central Office Staff is crucial for providing the necessary support and expertise to foster innovative teaching approaches, thereby improving the academic performance of unduplicated student groups. This action will be monitored through the CA Dashboard Metrics (SP 5.4.1).</p>		
5.16	<p>Manager of Equity, Family and Community</p>	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The Manager of Equity and Community works diligently to implement the EL Master Plan, ensuring that policies and practices are aligned with the goal of providing equitable education opportunities. By actively engaging families, the Manager helps to build trust and create a supportive network that encourages parental involvement in their children's education. Moreover, the Manager collaborates with community organizations to provide resources and services that aid in the academic and socio-emotional development of students. Additionally, the Manager works with various parent groups, providing them with educational opportunities and creating spaces to express their voices and opportunities for their cultures and languages to be celebrated. Through these multifaceted efforts, the Manager of Equity and Community helps to create an inclusive environment where English</p>	\$207,727.71	Yes



Action #	Title	Description	Total Funds	Contributing
		language learners and other unduplicated student groups can thrive, ultimately leading to improved academic outcomes and closing achievement gaps. This action will be monitored through the CA Dashboard Metrics (SP 5.4.1).		
<b>5.17</b>	Director of Pupil Services	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This administrative role encompasses a range of responsibilities aimed at promoting the holistic well-being and academic success of all unduplicated student groups. The Director oversees various pupil service programs, including counseling, health services, attendance, and student support initiatives. They work collaboratively with school administrators, educators, and community partners to develop and implement policies, programs, and interventions that address the diverse needs of unduplicated student groups. By providing leadership, guidance, and resources, the Director of Pupil Services ensures that unduplicated student groups receive equitable access to educational opportunities and support services. This action underscores the district's commitment to fostering a nurturing and inclusive learning environment where every student has the opportunity to thrive academically, socially, and emotionally. This action will be monitored through the CA Dashboard Metrics (SP 5.4.1).	\$467,442.09	Yes
<b>5.18</b>	Counselors	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action	\$4,608,526.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. This action reflects a commitment to holistic student support and well-being. Counselors play a multifaceted role in the educational ecosystem, providing essential guidance and assistance to unduplicated student groups across various domains of their lives. From academic counseling to social-emotional support, these professionals offer personalized assistance to address the diverse needs of unduplicated student groups, fostering a nurturing and inclusive learning environment. By addressing the socio-emotional needs of students, counselors contribute to a positive school climate, which has been shown to correlate with increased academic achievement. Thus, this action not only supports student well-being but also contributes to improved academic outcomes, ultimately fostering a thriving educational community. This action will be monitored through the CA Dashboard Metrics (SP 5.4.1).</p>		
<b>5.19</b>	District Family and Community Liaison	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district employs a District Family and Community Liaison to support families of students most at risk. The Community Liaison is based in the Family Resource Center, which operates during the workday and provides support to families. One aspect of their role is to ensure that students identified as homeless or foster youth receive additional support and services. Moreover, the Family Resource Center offers parents opportunities to participate in professional learning across various areas, thereby enhancing their ability to support</p>	\$130,821.56	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>their children academically. By providing support and resources to families, this action helps create a more conducive learning environment for unduplicated student groups, ultimately contributing to improved academic success. This action will be monitored through the CA Dashboard Metrics (SP 5.4.1).</p>		
<b>5.20</b>	Outreach Specialists	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Every school within the district benefits from the presence of an Outreach Specialist who collaborates closely with the Manager of Equity and Community Engagement and the Community Liaison. This vital role serves as a bridge between the school and the wider community, ensuring that families and stakeholders receive tailored support and resources. The Outreach Specialist works proactively to address the unique needs of each school community, facilitating communication, engagement, and collaboration between families, educators, and community partners. By fostering strong relationships and leveraging community resources, the outreach consultant enhances the school's ability to meet the diverse needs of its unduplicated student groups and families effectively, thereby contributing to improved academic achievement across the district. This action will be monitored through the CA Dashboard Metrics (SP 5.4.1).</p>	\$1,944,353.29	Yes
<b>5.21</b>	Mental Health Clinician	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action</p>	\$429,617.48	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The implementation of a district Therapeutic Counselor is a proactive step in addressing the intensive emotional and mental health needs of students. This licensed Marriage and Family Therapist (LMFT) offers specialized counseling services tailored to support students with complex emotional challenges. Working in collaboration with school staff and families, the Therapeutic Counselor provides targeted interventions and support to help students navigate and overcome obstacles that may impact their academic and personal well-being. This action not only supports students in accessing the resources they need but also fosters a nurturing and supportive school environment conducive to academic success and personal growth. This action will be monitored through the CA Dashboard Metrics (5.4.1).</p>		
5.22	Healthy Start Social Workers	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district collaborates with the County to deploy social workers at four school sites, offering vital support to unduplicated student groups and families. These social workers engage in collaborative efforts with administrators, counselors, ORCs, and Family Liaisons, providing comprehensive assistance to families within their home school and surrounding schools. This action is crucial for the academic achievement of unduplicated student groups, as it provides vital support and comprehensive assistance to families, addressing resource inequities.</p>	\$476,172.00	Yes

Action #	Title	Description	Total Funds	Contributing
		This action will be monitored through the CA Dashboard Metrics (SP 5.4.1).		
<b>5.23</b>	Health Assistants and/or Health Care Technicians (LVNs)	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The deployment of health assistants (LVNs) is particularly beneficial for low-income students, students experiencing homelessness, and foster youth who often lack resources and may miss school due to health and welfare factors. These skilled professionals, Licensed Vocational Nurses (LVNs), play a critical role in providing essential health care services to students across various school settings. Working collaboratively with school nurses and other healthcare providers, the health assistants and health technicians (LVNs) deliver a wide range of health services, including basic medical care, medication administration, first aid, and health education. Their presence ensures a prompt and efficient response to student health needs, thereby contributing to a safe and supportive learning environment for all students. This action will be monitored through the CA Dashboard Metrics (SP 5.4.1).	\$1,505,723.28	Yes
<b>5.24</b>	Campus Assistants/Supervisors	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and	\$4,667,807.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>community engagement, and mental health services, while benefiting all students within the district. Campus assistants or supervisors play a vital role in ensuring the safety and well-being of students during crucial times of the school day, such as lunch, recess, and before/after school. Their presence helps maintain order and prevent potential conflicts or accidents in areas where students gather in large numbers, such as the playground or cafeteria. By actively supervising these areas, campus assistants can intervene quickly if any issues arise, ensuring a swift resolution and minimizing disruptions to the learning environment. Overall, the role of campus assistants is crucial in promoting a safe, supportive, and nurturing school environment where unduplicated student groups can thrive both academically and emotionally. This action will be monitored through the CA Dashboard Metrics (SP 5.4.1).</p>		
5.25	Recruitment, Selection and Retention of Human Capital	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The Oxnard School District is confident in its ability to fulfill its mission of providing a culturally diverse education in a safe, healthy, and supportive environment, preparing unduplicated student groups for college and career opportunities. This objective is pursued through several key actions. Firstly, the district focuses on recruiting and retaining exceptional individuals who contribute to the educational community. Secondly, strategic efforts are implemented in the areas of recruitment, selection, retention, and operations to ensure efficiency and effectiveness in human resource management. Finally, the district maintains labor relations with three associations, fostering collaboration and cooperation to support the district's goals and objectives. The Oxnard School District's focus on recruiting and retaining exceptional staff, along with strategic human resource management and strong labor relations, is</p>	\$25,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		crucial for the academic achievement of unduplicated student groups by ensuring a culturally diverse, safe, and supportive educational environment that prepares them for college and career opportunities, This action will be monitored through the CA Dashboard Metrics (SP 5.4.2).		
5.26	Recruitment: Classified Positions	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district recognizes the critical role that classified staff play in supporting the overall functioning and success of our schools. With this understanding, the district is committed to recruiting highly qualified and dedicated individuals to fill classified positions across various departments and roles within the district. Through targeted recruitment efforts, including job fairs, advertising, and partnerships with community organizations, the district actively seeks out candidates who possess the skills, experience, and commitment to meet the diverse needs of the district's school community. This action will be monitored through the CA Dashboard Metrics (SP 5.4.2).	\$25,000.00	Yes
5.27	Transitional Kindergarten Paraeducators	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all	\$2,288,708.36	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>students within the district. Assigning paraeducators to TK classrooms is essential to meet the state-required adult-to-child ratios. By adhering to these ratios, the district ensures that each child receives adequate supervision, support, and attention from qualified adults, which is crucial for their overall development. Additionally, meeting these ratios allows for the implementation of developmentally appropriate practices and individualized instruction, tailored to the unique needs of each child. Assigning appropriate numbers of paraeducators to TK classrooms not only fulfills regulatory requirements but also prioritizes the optimal learning and growth of young learners in the district. Assigning paraeducators to TK classrooms is essential for the academic achievement of unduplicated student groups, as it ensures compliance with state-required adult-to-child ratios, providing necessary supervision, support, and individualized instruction that addresses the unique needs of each child and promotes their overall development. This action will be monitored through the CA Dashboard Metrics (SP 5.4.7).</p>		
5.28	Kindergarten Paraeducators	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Paraeducators play a crucial support role in kindergarten classrooms, providing invaluable assistance to teachers and enhancing the overall learning experience for unduplicated student groups. Their responsibilities encompass a wide range of tasks aimed at promoting student success and creating a positive classroom environment. They may assist unduplicated student groups with completing assignments, practicing literacy and numeracy skills, and engaging in educational activities. Furthermore, paraeducators collaborate closely with teachers to implement instructional strategies, adapt materials to meet student needs and collect data on student progress. By serving as trusted allies and</p>	\$798,769.79	Yes



Action #	Title	Description	Total Funds	Contributing
		support systems in kindergarten classrooms, paraeducators contribute significantly to the overall success and well-being of unduplicated student groups, helping them thrive academically and socially. This action will be monitored through the CA Dashboard Metrics (SP 5.4.7).		
<b>5.29</b>	General Education Paraeducators	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The action entails general education paraeducators supporting students with 504 plans when required. Paraeducators, trained to provide assistance in various educational settings, play a crucial role in ensuring that unduplicated student groups with diverse needs receive appropriate support within the general education environment. By serving as trusted allies and support systems in general education classrooms, paraeducators contribute significantly to the overall success and well-being of unduplicated student groups, helping them thrive academically and socially. This action will be monitored through the CA Dashboard Metrics (SP 5.4.7).	\$431,041.04	Yes
<b>5.30</b>	Opportunity Program Paraeducators	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all	\$106,744.00	Yes

Action #	Title	Description	Total Funds	Contributing
		students within the district. Paraeducators, trained to provide assistance in various educational settings, play a crucial role in ensuring that unduplicated student groups with diverse needs receive appropriate support within the education environment. By serving as trusted allies and support systems in opportunity program classrooms, paraeducators contribute significantly to the overall success and well-being of unduplicated student groups, helping them thrive academically and socially. This action will be monitored through the CA Dashboard Metrics (SP 5.4.7).		
<b>5.31</b>	District Nurses	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. As an integral part of the district's infrastructure, the district employs district-based school nurses who provide essential support to schools as needed. These trained professionals play a crucial role in promoting health, safety, and equitable access to care throughout our district. They address a variety of health needs, ranging from minor ailments to chronic conditions, ensuring that every student receives appropriate care to facilitate academic success. This action will be monitored through the CA Dashboard Metrics (SP 5.4.7).	\$762,169.57	Yes
<b>5.32</b>	Communication Platforms	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced	\$25,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district aims to enhance communication channels with parents through various means, including the website, email, text, and phone calls with the goal of improving parental engagement. By improving communication, the district creates a supportive partnership between schools and families, which ultimately has a positive impact on academic achievement. This action will be monitored through the CA Dashboard Metrics (SP 5.5.1).</p>		
<b>5.33</b>	Internal Communication Systems	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Improving academic outcomes necessitates cohesive collaboration across all areas of the organization, with every member playing a vital role. Achieving a cohesive and efficient organization hinges on effective communication. Through effective communication, the district can establish and enhance relationships, and articulate its shared purpose in enhancing services for unduplicated student groups and the community, ultimately leading to improved academic, social, and emotional achievement for unduplicated student groups. This action includes hiring a communications lead and it will be monitored through the CA Dashboard Metrics (SP 5.5.2).</p>	\$5,000.00	Yes
<b>5.34</b>	Communications from Central Office	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual</p>	\$125,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Improving academic outcomes necessitates cohesive collaboration across all areas of the organization, with every member playing a vital role. Achieving a cohesive and efficient organization hinges on effective communication. Through effective communication, the district can establish and enhance relationships, and articulate its shared purpose in enhancing services for unduplicated student groups and the community, ultimately leading to improved academic, social, and emotional achievement for unduplicated student groups. This action includes hiring a communications lead and it will be monitored through the CA Dashboard Metrics (SP 5.5.2).</p>		
5.35	Curriculum Council	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The Curriculum Council functions as an advisory group of educators who provide valuable insights and recommendations on curriculum-related matters within the district. This group, composed of administrators, teachers, and curriculum specialists, offers expertise and guidance to inform decision-making processes regarding curriculum development, implementation, and assessment. Through collaborative discussions and deliberations, the council evaluates curriculum materials, instructional resources, and teaching methodologies to ensure alignment with educational standards and objectives. The Curriculum Council's role as an advisory group is crucial for the academic</p>	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		achievement of unduplicated student groups, as it provides expert insights and recommendations on curriculum development, implementation, and assessment, ensuring that instructional resources and teaching methodologies align with educational standards and effectively address the needs of the district's diverse student population. This action will be monitored through the CA Dashboard Metrics (SP 5.5.10).		
<b>5.36</b>	Place Holder	Place Holder		
<b>5.37</b>	Required Accountability Templates	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Templates for required documents, including translations, such as the Local Control and Accountability Plan (LCAP), Single Plan for Student Achievement (SPSA), Comprehensive Support and Improvement Plan (CSSP), and School Accountability Report Card (SARC), will be maintained. By providing translated versions of essential documents, the district promotes equitable access to information for all families, including those whose primary language may not be English. Maintaining translated templates for these documents not only fosters transparency and accountability but also empowers families to play a more informed and active role in their children's educational journey, ultimately contributing to improved student achievement (SP 5.3).	\$47,000.00	Yes
<b>5.38</b>	PractiCal- Medical Billing	The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual	\$209,430.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. Practi-Cal provides the district support with Medi-Cal billing. Employees providing direct services to students enter Medi-Cal billing reports which are sent to Practi-Cal for review. Costs are recovered through this program. This action will be monitored through the CA Dashboard Metrics (SP 5.6.2).</p>		
5.39	Student Technology Access and Annual Refresh	<p>The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district. The district will integrate technology teaching and learning across the curriculum, empowering every student in grades TK-8 with essential technological competencies to thrive in the modern world. Additionally, the district will uphold its commitment to equity by maintaining a dedicated department at the district level to oversee the implementation of the 1:1 device program in all TK-8th grade classrooms. The Technology Services Technicians will serve as invaluable resources, providing educational technology support to unduplicated student groups, staff, and families across all 21 school sites. This action ensures equitable access to essential technological competencies, fostering innovation, collaboration, and empowerment among all students in grades TK-8, thereby preparing them to thrive in the modern world. This action will be monitored through the CA Dashboard Metrics (SP 5.6.4).</p>	\$6,187,975.78	Yes



# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$58,685,033	\$7,636,108

## Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
41.880%	0.000%	\$0.00	41.880%

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

## Required Descriptions

### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.1	<p><b>Action:</b> Academic Incentives and Recognitions</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. This initiative directly addresses this data, aligning with state</p>	<p>Aligned with the district's strategic plan and reflective of its student profile, this action focuses on implementing incentives tailored for unduplicated student groups. It aims to motivate and encourage students by emphasizing the importance of continuing their career and/or college paths, consistent with the district's strategic goal to foster a college-going culture and promote post-secondary education.</p>	<p>State Metrics and Assessments</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>priorities and addressing resource inequities, while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
1.2	<p><b>Action:</b> Youth Cinema Project</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. This initiative directly addresses this data, aligning with state priorities and addressing resource inequities, while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Aligned with the district's strategic plan and reflective of its student profile, this action focuses on implementing incentives tailored for unduplicated student groups. The Youth Cinema Project (YCP) is a project-based learning initiative that aims to cultivate competent, resilient, real-world problem solvers. It serves as a bridge across the achievement and opportunity gaps by fostering lifelong learners and nurturing the multicultural future of the entertainment industry.</p>	State Metrics and Assessments
1.3	<p><b>Action:</b> Expansion of the Arts</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. This initiative directly addresses this data, aligning with state priorities and addressing resource inequities, while benefiting all students within the district.</p>	<p>This action involves allocating resources to support a diverse array of arts instruction, encompassing technology, visual arts, music, theater, and dance. By investing in the district's arts program, the district aims to ensure equitable access to high-quality arts education that fosters creativity, critical thinking, and cultural appreciation among all unduplicated student groups. With this action, the district seeks to enhance the educational experience of its unduplicated student groups and cultivate a vibrant arts community within the district, in alignment with the district's</p>	State Metrics and Assessments

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p><b>Scope:</b> LEA-wide</p>	<p>strategic plan. This action will be monitored through site master schedules.</p>	
<p><b>1.4</b></p>	<p><b>Action:</b> Teachers for the Arts</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By hiring teachers to support arts instruction, the district aims to enhance unduplicated student groups' musical proficiency, foster a deeper appreciation for music, and develop valuable skills such as discipline, focus, and creativity. Through this action, the district is committed to providing unduplicated student groups with a well-rounded education that includes robust opportunities to participate in the arts, contributing to their overall academic success and personal development.</p>	<p>Master Schedules</p>
<p><b>1.5</b></p>	<p><b>Action:</b> Implementation and Expansion of Biliteracy</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p>	<p>The development and refinement of coherent TK-8 multilingual pathways are crucial to the academic achievement of Emergent Multilingual Learners (EMLs). By implementing a structured biliteracy program, the district ensures that EMLs receive systematic and sustained instruction in both their native language and English. This approach not only supports language development but also enhances cognitive skills, cultural awareness, and self-esteem. Research shows that strong bilingual education programs can lead to improved academic performance, higher graduation rates, and better long-term educational outcomes for multilingual students.</p>	<p>State Metrics and Assessments English Language Proficiency State Assessment Reclassification Rates</p>



Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p><b>Scope:</b> LEA-wide</p>		
<p><b>1.6</b></p>	<p><b>Action:</b> Expand Primary Language Classroom and Site Libraries</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Expanding the primary language libraries and instructional resources at school sites, classrooms, and homes is essential for promoting inclusivity and supporting diverse learners within the district. This action not only fosters a sense of belonging and validation among unduplicated student groups but also facilitates their academic success by ensuring that they can access learning materials in a variety of languages. This action plays a crucial role in creating equitable learning opportunities for all unduplicated student groups and fostering a supportive educational ecosystem where every learner can thrive.</p>	<p>State Metrics and Assessments</p>
<p><b>1.7</b></p>	<p><b>Action:</b> Renaissance Software</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning</p>	<p>The Renaissance Star Assessment Program is employed across the district as an assessment tool to identify unduplicated student groups for intervention placement and leveled instruction. In addition, another aspect of this program is its role as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics. Furthermore, the Accelerated Reader Program is utilized to bolster reading comprehension and fluency. The use of the myON program further enhances reading comprehension, accessed through 1:1 devices both at school and at home.</p>	<p>State Metrics and Assessments</p>

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	<p>with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
1.8	<p><b>Action:</b> Learning Management System</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district.</p>	<p>The district's Learning Management System (LMS) serves as a versatile platform to facilitate online learning and manage educational resources across all grade levels. It enables educators to create interactive lessons, share materials, and effectively communicate with unduplicated student groups and parents. The LMS allows educators to organize curriculum materials for various subjects and grade levels, deliver engaging content, assess student progress, and provide timely feedback. Additionally, the LMS provides parents with access to monitor student performance. This action will be monitored through state metrics and assessments.</p>	State Metrics and Assessments

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	<p><b>Scope:</b> LEA-wide</p>		
<p><b>1.9</b></p>	<p><b>Action:</b> Data Management Systems</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action allows for the continuous monitoring of student achievement and informs instructional practices. The district will continue to utilize data management systems including Illuminate and Ellevation to monitor and track interventions for English language learners/Emergent Multilingual Learners and all unduplicated student groups to manage assessment data and create disaggregated reports. This action will accurately monitor student progress and inform instructional actions, including intervention and enrichment.</p>	<p>State Metrics and Assessments</p>
<p><b>1.10</b></p>	<p><b>Action:</b> Portfolio Management System: Transitional Kindergarten</p> <p><b>Need:</b></p>	<p>This action provides TK educators access to tools that enable accurate documentation of student progress across various domains. Teachers will input observational data and evidence of student learning, facilitating ongoing assessment and</p>	<p>State Metrics and Assessments</p>

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	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>personalized instruction tailored to benchmarks. Student portfolios facilitate efficient communication with parents, offering real-time updates on their child's developmental milestones and academic achievements. This action enhances the accuracy and effectiveness of assessments, promotes data-driven decision-making, and supports holistic development among TK unduplicated student groups district-wide.</p>	
1.11	<p><b>Action:</b> Implementation of Grade-Level Standards</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p>	<p>Ensuring the implementation of grade-level standards for unduplicated groups is vital for promoting equity and academic excellence within the district. Unduplicated groups, which include English learners, low-income students, and foster youth, often face systemic challenges that hinder their academic performance. By rigorously adhering to grade-level standards, the district ensures that these students receive a consistent, high-quality education that prepares them for future academic success and closes achievement gaps. Implementing these standards provides a clear framework for what students should know</p>	State Metrics and Assessments

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	<p><b>Scope:</b> LEA-wide</p>	<p>and be able to do at each grade level, enabling targeted instruction that meets their unique needs.</p>	
<p><b>1.12</b></p>	<p><b>Action:</b> Alignment of State Standards and Local Assessments</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Ensuring the alignment of state standards and local assessments is vital for supporting unduplicated student groups, which include English learners, low-income students, and foster youth. This alignment guarantees that the curriculum taught in classrooms reflects state standards, providing a consistent and equitable framework for student learning and achievement. When local assessments accurately measure mastery of these standards, educators gain valuable insights into the progress of these students and can identify specific areas needing support. This allows for targeted interventions and data-driven instruction tailored to meet the unique needs of unduplicated student groups. By holding all students to the same rigorous academic expectations, the district promotes equity and works to close achievement gaps.</p>	<p>State Metrics and Assessments</p>
<p><b>1.13</b></p>	<p><b>Action:</b> Vertical and Horizontal Planning and Communication</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>Creating authentic vertical and horizontal planning and communication from PreK-12 is essential for supporting the learning expectations of unduplicated student groups, including English learners, low-income students, and foster youth. Effective communication among educators at all levels ensures that instructional practices are aligned and that there is a shared understanding of academic expectations. This holistic approach not only fosters a supportive and inclusive learning environment but also enhances the ability of educators to provide targeted interventions and support. Ultimately, authentic vertical and</p>	<p>State Metrics and Assessments</p>

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	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>horizontal planning and communication are crucial for ensuring that unduplicated student groups receive a high-quality, equitable education that enables them to meet or exceed academic standards at every stage of their educational journey.</p>	
<p><b>1.14</b></p>	<p><b>Action:</b> Project Based Learning</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Project-based learning (PBL) is crucial for supporting unduplicated student groups by providing engaging, real-world learning experiences that promote critical thinking, collaboration, and problem-solving skills. PBL accommodates diverse learning styles, making education more accessible and meaningful for English learners, low-income students, and foster youth. It empowers students to take ownership of their learning and develop essential 21st-century skills. Integrating PBL into the curriculum ensures equitable opportunities for all students, supports academic achievement, and prepares them for future success, aligning with the district's commitment to closing achievement gaps and promoting educational excellence.</p>	<p>State Metrics and Assessments</p>
<p><b>1.15</b></p>	<p><b>Action:</b> Interdisciplinary Units</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>Interdisciplinary units are essential for supporting the district's student profile. For unduplicated groups, interdisciplinary units offer opportunities to engage with content in meaningful ways, fostering critical thinking, creativity, and the ability to make connections across disciplines. This approach not only enhances academic achievement but also prepares students for future success by equipping them with the skills necessary to navigate a complex and interconnected world. By incorporating interdisciplinary units into the curriculum, the district ensures that all students</p>	<p>State Metrics and Assessments</p>

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	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>receive a well-rounded education that addresses their unique needs and promotes equity in learning outcomes. Ultimately, this approach aligns with the district's commitment to providing high-quality, inclusive education for all students, regardless of their background or circumstances.</p>	
<p><b>1.16</b></p>	<p><b>Action:</b> Universal Design for Learning</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Universal Design for Learning (UDL) plays a pivotal role in fostering academic achievement for unduplicated student groups within the district. This action ensures that instructional practices cater to the diverse needs and learning styles of all students. UDL promotes flexible and adaptable learning environments that remove barriers to learning, enabling every student to access the curriculum effectively. Through UDL strategies, educators can provide personalized support, offer multiple means of representation, engagement, and expression, and foster a culture of inclusivity and belonging. By prioritizing UDL in the educational framework, the district not only enhances academic outcomes but also nurtures the development of essential skills crucial for lifelong success.</p>	<p>State Metrics and Assessments</p>
<p><b>1.17</b></p>	<p><b>Action:</b> Implementation of Essential Pedagogical Principles</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>By integrating a holistic approach that encompasses recognizing and amplifying strengths, affirming identities, fostering belonging, building relationships, encouraging high performance, embracing diversity, and making education relevant, educators create an environment where unduplicated students can excel. This comprehensive approach ensures that students receive the support, encouragement, and resources they need to thrive academically, regardless of the challenges they may face. It empowers students to recognize their potential,</p>	<p>State Metrics and Assessments</p>



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	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>engage critically, and take ownership of their learning journey, ultimately leading to greater academic success and equitable opportunities for all.</p>	
<p><b>1.18</b></p>	<p><b>Action:</b> Implementation of the CA Frameworks</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Focusing specifically on unduplicated student groups, the implementation of the California Frameworks becomes even more crucial for enhancing their academic achievement. These frameworks offer a standardized yet flexible approach to education, ensuring that all students, regardless of background or circumstance, have access to high-quality instruction and resources.</p>	<p>State Metrics and Assessments</p>
<p><b>1.19</b></p>	<p><b>Action:</b> Professional Learning Communities</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>The framework of professional learning communities (PLCs) significantly supports the academic achievement of unduplicated student groups due to its collaborative nature and emphasis on data-driven decision-making. Within PLCs, educators collaborate to tailor instructional approaches and interventions to meet the diverse needs of all students, drawing upon a collective pool of expertise and experience. Additionally, PLCs foster a culture of continuous improvement among educators, leading to more impactful instruction and greater academic success for</p>	<p>State Metrics and Assessments</p>



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	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>unduplicated student groups. PLCs serve as a catalyst for promoting student academic achievement by fostering collaboration, data-driven decision-making, and culturally responsive practices among educators, ultimately ensuring equitable opportunities for unduplicated students to succeed academically.</p>	
<p><b>1.20</b></p>	<p><b>Action:</b> Developing Multilingualism</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By implementing initiatives to promote multilingualism, the Oxnard School District aims to create an inclusive and supportive environment where all students have the opportunity to develop multilingualism, thereby enhancing their academic success and promoting cultural understanding and diversity.</p>	<p>State Metrics and Assessments</p>
<p><b>1.21</b></p>	<p><b>Action:</b> Implementation of Oxnard "MAS"/Emergent Multilingual Master Plan</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data,</p>	<p>The implementation of Oxnard's "MAS"/Emergent Multilingual Master Plan will significantly support academic achievement for Emergent Multilingual Learners (EMLs) or English Learners (ELs) through several key strategies. Aligned with the CA EL Roadmap and the district's strategic plan, the MAS plan ensures that EMLs receive high-quality, standards-based instruction tailored to their unique linguistic and academic needs. Emphasizing data-driven approaches, the plan fosters an inclusive and supportive learning</p>	<p>Reclassification Rates English Learner Proficiency/ELPAC</p>

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	<p>aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>environment. Specific programs and resources designed to enhance language acquisition and literacy skills, such as dual-language immersion and sheltered instruction, are integral components of the plan. Active collaboration with families and communities further supports EMLs' education, engaging parents and guardians through workshops, resources, and regular communication. The implementation of Oxnard's "MAS"/Emergent Multilingual Master Plan aims to close achievement gaps, promote equity, and ensure that all Emergent Multilingual Learners or English Learners achieve their full academic potential.</p>	
<p><b>1.22</b></p>	<p><b>Action:</b> Implementation of Oxnard EMPOWERS/OSDs Master Plan</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The implementation of the district's strategic plan, in alignment with the Local Control and Accountability Plan (LCAP), promotes academic achievement for unduplicated students by focusing on five key goals: Student Academic Engagement &amp; Achievement, Learning Environment &amp; School Climate, Guidance &amp; Support to Sites and District Departments, Family/Community Alliances for Student Success, and Transformational Leadership &amp; Infrastructure. By providing high-quality, standards-based instruction, fostering an inclusive and supportive school climate, offering targeted resources and support, engaging families and communities, and building strong leadership and infrastructure, the district aims to close achievement gaps, promote equity, and ensure that all unduplicated students reach their full academic potential.</p>	<p>State Metrics and Assessments</p>
<p><b>2.1</b></p>	<p><b>Action:</b> English Literacy Intervention: Lexia</p>	<p>Through its adaptive technology and data-driven approach, Lexia identifies areas for improvement, allowing educators to deliver targeted instruction</p>	<p>CA Dashboard: ELA</p>

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	<p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>and interventions. By integrating Lexia into our MTSS framework, the district ensures that unduplicated student groups requiring additional support receive focused attention to enhance their English literacy skills.</p>	
2.2	<p><b>Action:</b> Spanish Literacy Intervention: iStation-District Licenses</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Through its adaptive technology and data-driven approach, iStation identifies areas for improvement, allowing educators to deliver targeted instruction and interventions. By integrating iStation as a tool within the district's MTSS framework, the district ensures that unduplicated student groups requiring additional support receive focused attention to enhance their Spanish literacy skills.</p>	CA Dashboard: ELA
2.3	<p><b>Action:</b> Mathematics Intervention: IXL</p>	<p>IXL is an online educational platform with a particular focus on providing targeted math instruction and practice for unduplicated student</p>	CA Dashboard: Mathematics

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2.4	<p><b>Action:</b> Mathematics Intervention: Math Labs</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide Schoolwide</p>	<p>Math Labs provide targeted instruction and support to unduplicated student groups who require additional assistance to meet grade-level math standards. Math Labs incorporate ongoing progress monitoring and data analysis to inform instruction and track student growth over time. By integrating Math Labs into our Tier 2 intervention framework, we aim to accelerate student learning, close achievement gaps, and ensure that all unduplicated student groups have the foundational math skills necessary for future success in college, career, and life.</p>	CA Dashboard: Mathematics
2.5	<p><b>Action:</b> Interventions: Tier III and Special Education</p>	<p>Specialized interventions and materials are meticulously designed to cater to unduplicated student groups in need of additional support.</p>	CA Dashboard Metrics

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	<p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
2.6	<p><b>Action:</b> Tier III and Specialized Support</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide Schoolwide</p>	Through these measures, we aim to create a nurturing and inclusive environment where every student feels valued, supported, and empowered to achieve their full potential academically and personally.	Panorama Survey Panorama Survey/Students with Exceptional Needs
2.7	<p><b>Action:</b> Alterntive Disciplinary Approaches</p>	By providing academic and social-emotional support and prioritizing intervention and rehabilitation over punitive measures, the district	Panorama Survey CA Dashboard: Suspension Rate

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	<p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>aims to create a conducive environment where unduplicated student groups feel valued, supported, and empowered to overcome challenges and succeed both academically and personally</p>	<p>School Attendance Rate Middle School Dropout Rates Pupil Expulsion Rates</p>
<p><b>2.8</b></p>	<p><b>Action:</b> Social Emotional Development</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Tiered social/emotional supports provide a comprehensive system that addresses the diverse needs of students, promotes positive mental health, and creates a supportive school environment where all students can thrive academically, socially, and emotionally. A universal SEL screening through Panorama provides data on student perspectives on school culture, positive relationships, and social/emotional competencies. The data is used to strengthen SEL supports and implement strategies to promote a positive school culture.</p>	<p>Panorama Surveys</p>
<p><b>2.9</b></p>	<p><b>Action:</b> Tutoring</p> <p><b>Need:</b></p>	<p>This action provides additional academic support to unduplicated student groups beyond regular school hours. These sessions offer personalized instruction tailored to individual student needs,</p>	<p>CA Dashboard Metrics</p>

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	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>allowing for focused attention on areas requiring extra help. Through one-on-one or small group interactions, unduplicated student groups can deepen their understanding of challenging concepts, clarify doubts, and reinforce learning from the classroom. Tutors' approach to remediation and the materials they utilize will be research-based and aligned with best practices.</p>	
<p><b>2.10</b></p>	<p><b>Action:</b> Literacy Intervention Teachers</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Collaborating with classroom teachers, LIT teachers will support Tier 2 of the MTSS framework by identifying gaps in literacy among unduplicated student groups through assessments and delivering evidence-based Tier 2 interventions. Their approach to remediation and the materials they utilize is research-based and aligned with best practices.</p>	<p>CA Dashboard: Mathematics CA Dashboard: ELA CA Dashboard: Science</p>
<p><b>2.11</b></p>	<p><b>Action:</b> Intervention: Middle School</p> <p><b>Need:</b></p>	<p>Implementing Tier 2 Interventions for unduplicated student groups in need at middle schools is a vital component of the district's commitment to equity and student success. By providing targeted support beyond core instruction, the district</p>	<p>CA Dashboard: Mathematics CA Dashboard: ELA CA Dashboard: Science</p>

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	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>ensures that all unduplicated student groups have access to the resources and assistance they need to thrive academically and socio-emotionally. This action not only acknowledges the diverse needs of the district's student population but also removes barriers to access.</p>	
<p><b>2.12</b></p>	<p><b>Action:</b> Interventions: English Language Development</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities, and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Offering intervention opportunities to English Language Learners (ELLs) or Emergent Multilingual Learners (EMLs) is essential for their academic success and overall development. By providing targeted intervention to accelerate English language development, the district fosters an inclusive learning environment where all unduplicated student groups, including Emergent Multilingual Learners, have the resources to excel and thrive. Investing in the language development of EMLs not only prepares them for academic success but also sets them up for long-term success in higher education, careers, and society as a whole.</p>	<p>CA Dashboard: EL Progress</p>
<p><b>2.13</b></p>	<p><b>Action:</b> Universal Screening: Gifted and Talented</p> <p><b>Need:</b></p>	<p>This action aims to ensure equitable access to gifted and talented programs for all unduplicated student groups. By implementing universal screening, the district will identify gifted students who may have been previously overlooked or</p>	<p>CA Dashboard: Mathematics CA Dashboard: Science CA Dashboard: ELA</p>



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	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities, and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>underrepresented in gifted education programs. Additionally, early identification through screening will enable the district to provide appropriate educational opportunities and support from an early age, helping to prevent underachievement and ensure that gifted unduplicated student groups are challenged and engaged in their learning</p>	
<p><b>2.14</b></p>	<p><b>Action:</b> Migrant Education</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The MEP focuses on meeting the needs of migratory unduplicated student groups arising from their mobility, aiming to ensure that all such unduplicated student groups can meet the same challenging state academic standards as their peers. Through a combination of federal and state support, the MEP strives to provide targeted assistance to migratory youth, helping them overcome the educational barriers associated with their transient lifestyle and achieve academic success</p>	<p>CA Dashboard Metrics</p>
<p><b>2.15</b></p>	<p><b>Action:</b> Newcomer Academy</p> <p><b>Need:</b></p>	<p>The newcomer academy is a specialized program that prioritizes intensive English language development, employing evidence-based strategies to facilitate rapid language acquisition and active participation in academic activities.</p>	<p>CA Dashboard Metrics</p>

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<p><b>2.16</b></p>	<p><b>Action:</b> Attendance Technicians</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Attendance Technicians will play a vital role in monitoring attendance, identifying patterns of absenteeism, and implementing strategies to address these issues proactively. By having dedicated staff members focused on attendance, the district aims to create a supportive environment where unduplicated student groups feel encouraged to attend school regularly, leading to improved academic outcomes and overall student success.</p>	<p>CA Dashboard: Chronic Absenteeism School Attendance Rate</p>
<p><b>2.17</b></p>	<p><b>Action:</b> School Attendance Review Board (SARB)</p> <p><b>Need:</b></p>	<p>By reducing truancy rates and improving overall attendance, this initiative directly supports academic achievement by ensuring students are present and engaged in their learning</p>	<p>CA Dashboard: Chronic Absenteeism School Attendance Rate</p>

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<p><b>2.18</b></p>	<p><b>Action:</b> Expanded Summer Learning</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>These actions aim to increase access to the core curriculum and provide specific interventions tailored to each low-income and English learner or Emergent Multilingual Learner student, ultimately leading to improved student performance on state and local assessments.</p>	<p>CA Dashboard Metrics</p>
<p><b>2.19</b></p>	<p><b>Action:</b> Expansion of Learning Opportunities</p> <p><b>Need:</b></p>	<p>This action aims to provide students with additional time in school, where adults will offer academic support, social and emotional support, as well as enrichment and intervention</p>	<p>CA Dashboard Metrics</p>

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<p><b>2.20</b></p>	<p><b>Action:</b> Library/Media Technicians</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to these data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Library/Media Technicians (LMTs) play a vital role in fostering literacy, supporting academic achievement, and promoting a love for learning among unduplicated student groups. They curate diverse and inclusive collections that reflect the interests and backgrounds of students, providing access to a wide range of materials. They also collaborate with teachers to integrate information literacy skills into the curriculum, empowering unduplicated student groups to navigate the vast landscape of information effectively.</p>	<p>CA Dashboard Metrics</p>
<p><b>2.21</b></p>	<p><b>Action:</b> Maintain Diverse School Libraries</p> <p><b>Need:</b></p>	<p>School libraries play a crucial role in bridging the gap between privileged and at-risk students by providing equal access to resources for learning, ensuring they embrace diversity and inclusion. These libraries will be supported for use both in</p>	<p>CA Dashboard Metrics</p>

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<p><b>2.22</b></p>	<p><b>Action:</b> AVID Implementation</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>AVID is an educational program aimed at supporting middle school students in achieving academic success and preparing for college and careers. It equips students with academic skills, organizational strategies, and college-readiness resources to excel in rigorous coursework. The program emphasizes critical thinking, collaboration, inquiry, and reading and writing skills. Additionally, AVID fosters student engagement, a sense of belonging, and a growth mindset. Research indicates that AVID participation correlates with increased academic achievement, higher graduation rates, and greater college enrollment among middle school students</p>	<p>CA Dashboard Metrics</p>
<p><b>2.23</b></p>	<p><b>Action:</b> Annual Parent Rights Notification</p> <p><b>Need:</b></p>	<p>By involving and empowering families through comprehensive and transparent communication, this action ensures that parents or guardians are well informed about their rights, thereby supporting</p>	<p>CA Dashboard Metrics</p>

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<p><b>2.24</b></p>	<p><b>Action:</b> Restorative Practices</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By ensuring the effective implementation of support across all student demographics, the district aims to foster a more inclusive and supportive educational environment for everyone.</p>	<p>Panorama Survey CA Dashboard: Suspension Rate CA Dashboard: Chronic Absenteeism School Attendance Rate Middle School Dropout Rates Pupil Expulsion Rates</p>
<p><b>2.25</b></p>	<p><b>Action:</b> Positive Behavior Supports (PBIS)</p> <p><b>Need:</b></p>	<p>Tier 2 behavior supports within the PBIS framework are crucial for addressing the needs of students who require additional support beyond universal interventions but who do not need intensive, individualized interventions. These</p>	<p>CA Dashboard: Suspension Rate CA Dashboard: Chronic Absenteeism School Attendance Rate</p>

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	<p>The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district. The action supports the implementation of district-wide positive behavior interventions aimed at fostering a supportive and conducive learning environment for all unduplicated student groups.</p> <p><b>Scope:</b> LEA-wide</p>	<p>supports help to prevent the escalation of behavioral challenges and provide targeted interventions to promote positive behavior and academic success.</p>	<p>Middle School Dropout Rates Pupil Expulsion Rates</p>
<p><b>2.26</b></p>	<p><b>Action:</b> Safe Learning Environments</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action aims to cultivate a positive learning environment where students feel safe, supported, and empowered to reach their full potential</p>	<p>Panorama Survey</p>

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2.27	<p><b>Action:</b> School Resource Officers</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By prioritizing positive relationships and emphasizing effort, persistence, and engagement, the district's SROs contribute to a conducive learning environment where unduplicated student groups can thrive academically and socially. Through their proactive approach and commitment to building positive relationships, SROs play a vital role in establishing an inclusive and supportive school climate that prioritizes the holistic development of every student. This action aims to cultivate a positive learning environment where students feel safe, supported, and empowered to reach their full potential</p>	Panorama Survey
2.28	<p><b>Action:</b> School Safety Plans</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action aims to cultivate a positive learning environment where students feel safe, supported, and empowered to reach their full potential</p>	Panorama Survey



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<p><b>2.29</b></p>	<p><b>Action:</b> Student Assemblies: Social Media and Positive Interactions</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>With this action, the district not only enhances physical security measures but also fosters a supportive environment where everyone feels valued and empowered to thrive academically, socially, and emotionally. This action reflects an ongoing dedication to creating inclusive and nurturing school environments that prioritize the well-being and success of all members of the school community.</p>	<p>Panorama Survey</p>
<p><b>2.30</b></p>	<p><b>Action:</b> Transportation for General Education, Homeless and Foster Youth</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	<p>Transportation facilitates access to enrichment programs, extracurricular activities, and support services crucial for their holistic development. These programs offer opportunities for socialization, academic support, and emotional well-being. Overall, providing transportation ensures equal opportunities for education, support, and enrichment activities, empowering unduplicated student groups to thrive academically and socially despite their housing instability or foster placement.</p>	<p>CA Dashboard: Chronic Absenteeism School Attendance Rate Middle School Dropout Rates</p>

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	LEA-wide		
2.31	<p><b>Action:</b> Materials and Supplies for Youth Experiencing Homelessness/ McKinney-Vento</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	Through partnerships with local food banks and community organizations, the program will provide eligible McKinney-Vento youth with backpacks containing non-perishable food items to supplement their nutritional needs over weekends and breaks. By providing tangible support to unduplicated student groups, the program aims to enhance their overall well-being and academic success.	Panorama Survey
2.32	<p><b>Action:</b> Child Nutrition</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	Providing meals for unduplicated student groups supports their academic achievement by ensuring they are well-nourished, which enhances their ability to focus, learn, and perform effectively in school.	CA Dashboard Metrics

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	LEA-wide		
2.33	<p><b>Action:</b> Substance Abuse Prevention</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	By emphasizing prevention strategies alongside intervention and support measures, the district aims to address the root causes of substance misuse and empower students to lead healthy, substance-free lives. Collaborating closely with students, educators, families, and community partners, the district collectively works to dismantle stigmas surrounding substance abuse, foster empathy, and promote a culture of well-being and responsibility. By providing tangible support to unduplicated student groups, this action aims to enhance their overall well-being and academic success.	Panorama Survey
2.34	<p><b>Action:</b> Facilities</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	By maintaining 21st-century schools with modern facilities and resources, the Oxnard School District ensures that unduplicated student groups have access to the tools and spaces necessary for effective teaching and learning.	CA Dashboard Metrics Panoramy Survey

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	LEA-wide		
2.35	<p><b>Action:</b> Student Mentoring Opportunities</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By creating partnerships with local universities and organizations and connecting unduplicated student groups with mentors who share similar backgrounds or career interests, students can gain valuable insights, advice, and encouragement to help them set and achieve their goals. Additionally, these partnerships offer access to resources, networks, and experiences beyond what is available within the school setting, enriching their learning journey and broadening their horizons. Overall, these partnerships play a vital role in promoting student success, personal growth, and academic achievement.</p>	CA Dashboard Metrics
2.36	<p><b>Action:</b> Superintendent Fellows</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	<p>By actively involving students in discussions about their educational experiences, the district ensures that student needs, concerns, and ideas are central to its policies and practices. This action not only empowers unduplicated student groups by giving them a voice in shaping their education but also promotes transparency, accountability, and inclusivity within the school community. Through this collaborative approach, the district aims to foster a culture of mutual respect, trust, and shared responsibility for the success of all unduplicated student groups.</p>	CA Dashboard Metrics Panorama Survey

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	LEA-wide		
2.37	<p><b>Action:</b> Special Programs</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>With a particular focus on unduplicated student groups, this action aims to rectify resource inequities and foster a more inclusive educational environment aligned with state priorities. Ultimately, by prioritizing inclusivity and holistic development, the initiative not only addresses the specific needs of underserved student populations but also benefits the entire district by creating a more equitable and enriching educational landscape.</p>	CA Dashboard Metrics Panorama Survey
3.1	<p><b>Action:</b> Developing Human Capital: PD for Strategic Plan Recommendations</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	<p>This action ensures that all staff members receive the necessary training and support to effectively execute the strategies outlined in the plan. By providing targeted professional development opportunities, the district can empower its employees with the knowledge and skills needed to address the diverse needs of unduplicated student groups and communities. Additionally, such training fosters a culture of continuous improvement and innovation, ultimately leading to improved student outcomes</p>	Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students

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	LEA-wide		
3.2	<p><b>Action:</b> Teachers on Special Assignment/Content Specialists</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Teachers on Special Assignment (TOSAs) collaborate closely with teachers, offering personalized guidance, sharing best practices, and facilitating professional development initiatives. Additionally, Content Specialists provide specialized expertise in specific subject areas, offering tailored resources and guidance to educators seeking to deepen student learning experiences. Through their coaching and support, TOSAs/Content Specialists empower classroom teachers to implement evidence-based strategies, personalize instruction, and meet the diverse needs of all learners</p>	<p>Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students Physical Fitness Test</p>
3.3	<p><b>Action:</b> Professional Learning: Implementation of State Standards</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p>	<p>Through this holistic approach, the initiative aims to empower practitioners with the knowledge and skills necessary for successful state standards implementation, ultimately enriching the learning experiences of all unduplicated student groups within the district.</p>	<p>Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students Physical Fitness Test</p>

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	<p><b>Scope:</b> LEA-wide</p>		
<p><b>3.4</b></p>	<p><b>Action:</b> Professional Learning: Central Management</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By investing in professional development and fostering connections with other professionals, Central Office Management personnel will be better equipped to address the complex challenges and responsibilities inherent in their roles, ultimately leading to more efficient and effective district operations that directly impact student outcomes and experiences</p>	<p>Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students Physical Fitness Test</p>
<p><b>3.5</b></p>	<p><b>Action:</b> Professional Learning for Educational Leaders</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	<p>To equip school leaders for this pivotal role, targeted professional development is imperative, focusing on key areas including the development of instructional equity to promote student success, data-driven decision-making processes, fostering inclusive school cultures through an equity lens, implementing Universal Design for Learning practices, and integrating Multi-Tiered Systems of Support (MTSS). This action is primarily aimed at addressing the specific needs of unduplicated student groups, ensuring that every student within the district has equitable access to quality education and opportunities for academic advancement.</p>	<p>Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students Physical Fitness Test</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.6	<p><b>Action:</b> Professional Learning for Teachers on Special Assignment (TOSAs) and Content Specialists</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	TOSAs and instructional specialists coach and support classroom teachers in best practices, equipping them with the tools and strategies needed to effectively teach unduplicated student groups. This advanced skill and knowledge enable TOSAs and instructional specialists to guide and assist teachers in delivering high-quality, differentiated instruction. By fostering collaboration and sharing best practices, professional development ensures a cohesive and supportive learning environment, ultimately leading to improved academic performance and the closing of achievement gaps for unduplicated student groups.	Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliiteracy Percentage of Eligible Students Physical Fitness Test
3.7	<p><b>Action:</b> Professional Learning: Spanish Language, Common Core en Espanol and World Language Standards</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p>	This action aims to strengthen the district's biliteracy programs, empower teachers with the skills and knowledge to meet the needs of diverse learners and promote language acquisition and appreciation within the district's school community.	STAR 360 Spanish Pathway Towards Biliiteracy Percentage of Eligible Students



Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p><b>Scope:</b> LEA-wide</p>		
<p><b>3.8</b></p>	<p><b>Action:</b> Professional Learning for Teachers: Biliteracy</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Providing professional development supports the academic achievement of unduplicated student groups by equipping educators with the skills and knowledge needed to effectively implement the district's biliteracy framework, thereby addressing resource inequities and enhancing instructional practices.</p>	<p>Panorama: Staff Survey STAR 360 Spanish Pathway Towards Biliteracy Percentage of Eligible Students</p>
<p><b>3.9</b></p>	<p><b>Action:</b> Professional Learning: Mathematics</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p>	<p>Offering training on state standards implementation will effectively meet the needs of unduplicated student groups by ensuring access to quality instruction. Effective initial teaching is crucial for learning state standards, fostering a culture of continuous improvement and innovation, ultimately leading to improved student outcomes.</p>	<p>Panorama: Staff Survey STAR 360 Mathematics</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p><b>Scope:</b> LEA-wide</p>		
<p><b>3.10</b></p>	<p><b>Action:</b> Professional Learning for Teachers: Middle School Content Specific</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By investing in the professional development of the district's middle school teachers, the district reinforces its commitment to academic excellence, ensuring that every student receives a rigorous and enriching educational experience that prepares them for success in school and beyond.</p>	<p>Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students</p>
<p><b>3.11</b></p>	<p><b>Action:</b> Professional Learning for Teachers: Newcomers Academy</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>By ensuring that teachers are equipped with the necessary skills and knowledge to meet the unique needs of this population, the district aims to guarantee equitable access to high-quality education and promote the success of all unduplicated student groups, regardless of their linguistic or cultural backgrounds.</p>	<p>Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
3.12	<p><b>Action:</b> Professional Learning: Health Education</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Providing comprehensive health education, including Human Growth and Development, equips unduplicated student groups with the information and skills necessary for informed decision-making about their well-being, thereby addressing resource inequities, supporting their overall development, and positively impacting their academic achievement.</p>	Panorama: Staff Survey
3.13	<p><b>Action:</b> Professional Learning: Transitional Kindergarten</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>By equipping educators with these tools and insights, the district aims to enhance teaching efficacy and promote optimal learning experiences for young unduplicated student groups, fostering their holistic development and academic success.</p>	Panorama: Staff Survey STAR 360 Early Literacy Assessments

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
3.14	<p><b>Action:</b> Professional Learning: Gifted and Talented Education</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action highlights the imperative of fostering the potential of all unduplicated student groups, including those with exceptional abilities. Through targeted training and development, educators will enhance their capacity to identify and effectively serve gifted learners, particularly unduplicated student groups</p>	<p>Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments</p>
3.15	<p><b>Action:</b> Training and Professional Learning: STAR/myOn</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data,</p>	<p>This action aims to equip teachers with the necessary skills and knowledge to leverage the diverse features and resources offered by STAR/myON thereby enhancing student engagement and academic growth</p>	<p>Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
3.16	<p><b>Action:</b> Professional Learning: Cultural Proficiency and Focus on Equitable Practices</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action aims to equip staff with the necessary skills and knowledge to create inclusive learning environments that support the academic success of all students, particularly unduplicated student groups</p>	<p>Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students</p>
3.17	<p><b>Action:</b> Professional Learning: Planning for Access and Equity</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments.</p>	<p>Orenda Education will provide guidance, support, and professional development for identified school teams, including teachers, TOSAs, as well as central office and site leaders. This comprehensive support system is crucial for fostering an inclusive and supportive learning environment, ultimately enhancing academic success for all students within the district.</p>	<p>Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
<p><b>3.18</b></p>	<p><b>Action:</b> CSI Support for Fremont Academy</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> Schoolwide</p>	<p>This action will provide guidance, support, and professional development for Fremont's school team to establish and refine systems and practices rooted in equity, driven by data, and sustained through collaborative learning</p>	<p>Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments</p>
<p><b>3.19</b></p>	<p><b>Action:</b> Professional Learning: Restorative Practices</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data,</p>	<p>By prioritizing professional development and resources to bolster restorative practices district-wide, the district aims to create a more inclusive and supportive learning environment for all students. Recognizing the correlation between a positive school climate and academic achievement, these efforts emphasize the crucial role of equitable disciplinary practices in fostering student success.</p>	<p>Panorama: Staff Survey Panorama: Student Survey Local Indicator Metrics</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
3.20	<p><b>Action:</b> Professional Learning: Counselors</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By equipping school counselors with the necessary skills and knowledge, the district ensures it can effectively advocate for and implement strategies that enhance the academic success and emotional well-being of unduplicated student groups. This comprehensive support system ultimately contributes to closing achievement gaps and ensuring equitable access to educational opportunities for all students.</p>	<p>Panorama: Staff Survey Panorama: Student Survey Local Indicator Metrics</p>
3.21	<p><b>Action:</b> Professional Learning and Wellness for Staff</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>The Professional Growth for OSSA members, including nurses, counselors, speech pathologists, program specialists, behaviorists, and psychologists, plays a pivotal role in this effort. This action primarily targets meeting the needs of unduplicated student groups and all students alike, acknowledging the necessity of comprehensive support across all demographics for effective implementation.</p>	<p>Panorama: Staff Survey Panorama: Student Survey Local Indicator Metrics</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
3.22	<p><b>Action:</b> Professional Learning for Outreach Consultants (ORCs)</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, comprising more than 90 percent of the student body, encompass some of the lowest-performing student populations on state and local assessments. The unduplicated student groups of the district include emergent multilingual learners (English learners), low-income, and foster youth. This action directly addresses this data, aligning with state priorities and addressing resource inequities such as disparities in funding, access to experienced teachers, up-to-date educational materials, extracurricular opportunities, support services, quality of facilities, advanced coursework, parent and community engagement, and mental health services, while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action is essential for Outreach Consultants (ORCs) who serve as crucial liaisons between the school district and its families, particularly for unduplicated student groups such as English learners, students from low-income families, and foster youth. By focusing on culturally proficient practices, enhancing family engagement strategies, and aligning their efforts with the district's strategic plan, professional development ensures that ORCs are equipped with the skills and knowledge needed to effectively bridge communication and support between schools and families. This action will be monitored through the Staff Panorama Survey and the Local Indicator Metrics (SP 3.2.14).</p>	<p>Panorama: Staff Survey Panorama: Student Survey Local Indicator Metrics</p>
3.23	<p><b>Action:</b></p>	<p>This action not only enhances the professional growth and satisfaction of substitute teachers but</p>	<p>Panorama: Staff Survey Local Indicator Metrics</p>



Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Training and Professional Learning for Substitute Teachers</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>also bolsters the district's capacity to deliver high-quality education consistently.</p>	<p>STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students Physical Fitness Test</p>
<p>3.24</p>	<p><b>Action:</b> Training and Professional Learning for Classified Staff</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By providing comprehensive training opportunities tailored to their needs, we not only empower them to excel in their current roles but also pave the way for future career advancement within the district. Moreover, this initiative aligns closely with the district's strategic goals and priorities, emphasizing the integral part classified staff members play in achieving student success and fostering a supportive educational environment.</p>	<p>Panorama: Staff Survey Local Indicator Metrics</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
<p><b>3.25</b></p>	<p><b>Action:</b> Training: Medical Response</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By ensuring safety measures, such as crisis management plans and trained staff, schools can protect students' physical well-being and create a supportive atmosphere that enhances their overall academic performance.</p>	<p>Panorama: Staff Survey Panorama: Student Survey</p>
<p><b>3.26</b></p>	<p><b>Action:</b> Training: Action Preparedness</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action contributes to a conducive learning environment where students feel safe, supported, and able to achieve their academic potential. Thus, Action Preparedness Training is not only instrumental in promoting safety but also in supporting academic success within the school community.</p>	<p>Panorama: Staff Survey Panorama: Student Survey</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
<p><b>3.27</b></p>	<p><b>Action:</b> Training and Professional Learning: Data Management Systems</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, encompass some of the lowest-performing populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action empowers administrators and teachers with data-driven decision-making skills to address performance gaps and enhance student success.</p>	<p>Panorama: Staff Survey Local Indicator Metrics</p>
<p><b>3.28</b></p>	<p><b>Action:</b> Training and Professional Learning: Communication Platforms</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, encompass some of the lowest-performing populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	<p>By providing professional development sessions to update communication platforms and improve outreach strategies, the district ensures that families are well-informed and engaged in their children's education. This proactive approach not only strengthens the partnership between schools and families but also promotes student achievement by facilitating greater parental involvement and support.</p>	<p>Panorama: Staff Survey</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.29	<p><b>Action:</b> Future Administrators Academy</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	By investing in this action, the district demonstrates its commitment to cultivating a pipeline of skilled and effective school leaders who are equipped to drive positive change and enhance student outcomes in the Oxnard School District.	Panorama: Staff Survey
3.30	<p><b>Action:</b> Consulting Teacher</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	This action cultivates a culture of continuous professional growth, ensuring that teachers remain engaged, motivated, and equipped with the necessary skills to meet the evolving needs of their unduplicated student groups, thus positively impacting student academic success.	Panorama: Staff Survey

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.31	<p><b>Action:</b> Peer Assistance Review (PAR)</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	Through peer support and mentorship, participating teachers have the opportunity to share best practices, collaborate on instructional strategies, and reflect on their practice, ultimately contributing to the overall success of teachers, unduplicated student groups, and the educational community as a whole	Panorama: Staff Survey
3.32	<p><b>Action:</b> Review/Redesign Report Cards</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	The redesigned report cards will provide parents with comprehensive insights into their child's academic growth, including proficiency in key competencies aligned with the Student Profile. Through this approach, we will promote transparency, understanding, and collaboration, fostering a supportive environment for student success.	Panorama: Family Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.33	<p><b>Action:</b> Implementation of Required State Assessments</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The district supports state testing with necessary resources and the provision of professional development to teachers and administrators. The Testing Coordinator plays a crucial role in managing all district and state-required assessments, and providing technical support to staff as needed. Participation in required State testing demonstrates the district's commitment to transparency, accountability, and compliance with state and federal education regulations.</p>	Panorama: Staff Survey
3.34	<p><b>Action:</b> Baseline Instruction for Unduplicated Student Groups</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p>	<p>By covering all costs associated with delivering instruction to unduplicated student groups, the district aims to provide every student with the necessary support to thrive academically. This comprehensive approach includes providing baseline instruction resources, support staff, and funds for instructional supplies and extra-curricular activities, all of which play a crucial role in enhancing student achievement and success.</p>	Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students Physical Fitness Test

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p><b>Scope:</b> LEA-wide</p>		
<p><b>3.35</b></p>	<p><b>Action:</b> Textbook Adoptions</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By updating textbooks according to the State Board of Education's approved frameworks and assessments, schools can ensure that instructional materials remain current and relevant to unduplicated student groups' learning needs.</p>	<p>Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students</p>
<p><b>3.36</b></p>	<p><b>Action:</b> Additional Teachers Above Base Staffing</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	<p>By ensuring lower ratios, unduplicated student groups can benefit from a more individualized learning experience, which can contribute to academic success and overall well-being.</p>	<p>Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students Physical Fitness Test</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.37	<p><b>Action:</b> Maintain 24:1 TK- 3rd Grade Average</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, which represent more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	By maintaining smaller class sizes, teachers can provide more personalized instruction, address individual student needs more effectively, and create a more engaging and supportive learning atmosphere. This investment in maintaining smaller class sizes reflects the district's commitment to student success and academic achievement.	Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students
3.38	<p><b>Action:</b> School Site Allocations to be Prioritized by School Site Council</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	Each School Site Plan (SPSA) specifies how LCFF funding addresses identified needs and meets LCAP goals for unduplicated student groups.	Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliteracy Percentage of Eligible Students Physical Fitness Test



Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.39	<p><b>Action:</b> Above Base/ Assistant Principals</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	Assistant principals serve as invaluable resources in augmenting school effectiveness, offering specialized assistance to principals and staff in administrative duties, fostering positive school cultures, and implementing strategies to elevate academic standards. Through this strategic investment, the district reinforces its commitment to facilitating the success of our schools and empowering them to reach their full potential as centers of excellence in education.	Panorama: Student Survey Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliiteracy Percentage of Eligible Students Physical Fitness Test
3.40	<p><b>Action:</b> Teacher Substitutes/ Site Assigned/</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b></p>	By ensuring classroom coverage, the district demonstrates its commitment to delivering quality education across all schools in the district	Panorama: Student Survey Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliiteracy Percentage of Eligible Students Physical Fitness Test

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.41	<p><b>Action:</b> Supplemental Instructional Materials</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	By integrating these materials into lesson plans, teachers can provide differentiated instruction, address individual learning styles, and foster student engagement and mastery.	Panorama: Student Survey Panorama: Staff Survey Local Indicator Metrics STAR 360 Assessments Pathway Towards Biliiteracy Percentage of Eligible Students Physical Fitness Test
4.1	<p><b>Action:</b> Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework, Family and Community Engagement committees, DELAC, Parent Education and Support</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	This action aims to enhance parent capacity, empowerment, and advocacy, thereby positively impacting student academic and social-emotional development. These proactive measures are pivotal in fostering increased student performance on state and local assessments. This action ensures a holistic approach to academic achievement, with the ultimate goal of enhancing student outcomes and success	Panorama: Family Survey

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
4.2	<p><b>Action:</b> Equitable Access for Participation (Zoom)</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By providing access to instructional support and resources through Zoom, the district ensures students from unduplicated student groups receive the necessary assistance to improve their academic performance. This action facilitates access for families who are unable to physically attend school sites or leave work for meetings, thus removing barriers to parental involvement and promoting a supportive learning environment conducive to academic success.</p>	Panorama: Family Survey
4.3	<p><b>Action:</b> Family Resource Center</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>This action involves the establishment of a dedicated space within the Oxnard School District community aimed at providing comprehensive support and resources to families. This center serves as a hub for families to access a wide range of services, programs, and information designed to meet the diverse needs of unduplicated student groups and enhance their overall well-being.</p>	Panorama: Family Survey

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	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
4.4	<p><b>Action:</b> Enrollment Center</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The enrollment center's comprehensive services support the academic achievement of unduplicated student groups by facilitating access to the right educational resources and support from the outset, thereby promoting a smoother transition into the school system and setting a strong foundation for future learning.</p>	Panorama: Family Survey
4.5	<p><b>Action:</b> Family Wrokshops: Diversity, Equity, and Inclusion</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>Research consistently shows that a positive and inclusive school culture correlates with improved academic performance. Therefore, by strengthening partnerships between parents and the school, promoting equity, and advancing social justice, this action lays a foundation for enhanced academic success among all students.</p>	Panorama: Family Survey

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	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
4.6	<p><b>Action:</b> Parent/Teacher Teams</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By implementing Parent/Teacher Teams, the district aims to strengthen the home-school partnership, promote sustained parent engagement, and improve academic outcomes for all unduplicated student groups.</p>	Panorama: Family Survey
4.7	<p><b>Action:</b> Systems of Communication to Include the Voices of our Different Parent Groups in the Design of Learning Experiences for unduplicated student groups and Families</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments.</p>	<p>Offering communication in multiple languages, including Mixteco and ASL when needed, demonstrates a commitment to inclusivity and accessibility, ensuring that all members of the community can engage with the information effectively. Ultimately, effective communication fosters a sense of community, strengthens relationships, and contributes to the overall success and well-being of unduplicated student groups.</p>	Panorama: Family Survey

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	<p>This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
<p><b>4.8</b></p>	<p><b>Action:</b> Supporting Cultural Proficiency and Focus on Equitable Practices</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Enhancing cultural proficiency and promoting strong school-family partnerships are essential for creating inclusive learning environments where all unduplicated student groups can thrive academically and socially. Therefore, investing in professional development in these areas is crucial for improving student outcomes and fostering a supportive and inclusive school community.</p>	<p>Panorama: Family Survey</p>
<p><b>4.9</b></p>	<p><b>Action:</b> Transition to High School- Parent Workshops</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments.</p>	<p>Recognizing the crucial role of parental involvement in academic success, these workshops not only provide essential information but also empower parents to actively support their children's academic journey. By equipping parents with the knowledge and resources needed to navigate the transition to high school, this action contributes to improved academic outcomes for</p>	<p>Panorama: Family Survey</p>

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	<p>This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>unduplicated student groups, fostering a path toward academic achievement and success.</p>	
<p><b>4.10</b></p>	<p><b>Action:</b> Special Education Parent Supports</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This council serves as a platform for open dialogue, collaboration, and partnership between parents, educators, and other relevant stakeholders. In addition to the Community Council, the district offers targeted "Parent Training" tailored to specific groups within the special education community, addressing the unique needs and challenges faced by parents of unduplicated student groups with various disabilities, including Autism, Emotional Disturbance (ED), and those utilizing Augmentative and Alternative Communication (AAC) systems. By providing specialized training, the district aims to empower parents with knowledge, skills, and resources to effectively support their children's academic, social, and emotional development.</p>	<p>Panorama: Family Survey</p>
<p><b>4.11</b></p>	<p><b>Action:</b> Parent Support Liasion</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data,</p>	<p>The Parent Support Liaison facilitates communication, fosters positive relationships, and addresses concerns or questions that parents may have regarding school policies, programs, or services. Additionally, the liaison collaborates with school staff to organize workshops, informational sessions, and other events aimed at empowering parents to become more actively involved in their children's academic journey. Through this action, the district aims to strengthen partnerships</p>	<p>Panorama: Family Survey</p>

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	<p>aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>between schools and families, promote parental engagement, and ultimately enhance student success and well-being.</p>	
<p><b>4.15</b></p>	<p><b>Action:</b> Panorama Surveys</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Through the survey, families are provided with the opportunity to share their perspectives, experiences, and priorities regarding their child's education, as well as their engagement with the school community. By leveraging the Panorama platform, the district aims to streamline the survey administration process, maximize participation rates, and obtain actionable data to drive informed decision-making and strategic planning efforts.</p>	<p>Panorama: Family Survey</p>
<p><b>4.16</b></p>	<p><b>Action:</b> Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members (Web Content Analyst)</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student</p>	<p>The Web Content Analyst possesses expertise in both technical aspects and content management to ensure accurate and timely updates. Additionally, they establish protocols to maintain consistency across all OSD pages and sites, thereby enhancing accessibility and user experience, and fostering a community partnership conducive to academic achievement for unduplicated student groups.</p>	<p>Panorama: Family Survey</p>



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	<p>populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
<p><b>4.17</b></p>	<p><b>Action:</b> Board Room</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action involves maintaining the infrastructure of the district's board room as a proactive measure to enhance transparency and foster open communication between the district and the community it serves. By engaging and informing the community, it strengthens family engagement, positively impacting the academic achievement of unduplicated student groups.</p>	<p>Panorama: Family Survey</p>
<p><b>5.1</b></p>	<p><b>Action:</b> Oxnard Empowers - Implementation of Strategic Plan</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student</p>	<p>This action supports the academic achievement of unduplicated student groups by implementing a strategic plan that provides equitable resources and high-level learning opportunities, preparing them for success in a global 21st-century environment.</p>	<p>CA Dashboard Metrics</p>

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	<p>populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
<p><b>5.2</b></p>	<p><b>Action:</b> Board of Education</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By engaging in continuous professional learning, Board of Education members are better equipped to fulfill their governance duties effectively, make informed decisions, and advocate for the needs of unduplicated student groups, staff, and the community. Ultimately, this action contributes to the overall effectiveness and success of the Oxnard School District in achieving its educational goals and priorities.</p>	<p>CA Dashboard Metrics</p>
<p><b>5.3</b></p>	<p><b>Action:</b> Resources: Superintendent</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments.</p>	<p>By engaging in continuous professional learning, the Superintendent is empowered to lead with foresight, integrity, and efficacy, driving positive change and sustainable improvement within the Oxnard School District. Ultimately, this initiative is pivotal in advancing the district's educational mission and meeting the diverse needs of its unduplicated student groups, staff, and community.</p>	<p>CA Dashboard Metrics</p>

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	<p>This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
<p><b>5.4</b></p>	<p><b>Action:</b> Professional Learning: Three District Days</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The district will allocate three additional professional development days to staff. These days will focus on social and emotional programs and strategies, mathematics, literacy, lesson design, evidence-based instructional strategies, and district programs aligned with instruction. The overarching aim is to enhance services for unduplicated student groups by fostering teaching and learning centered on rigorous grade-level standards.</p>	<p>CA Dashboard Metrics</p>
<p><b>5.5</b></p>	<p><b>Action:</b> District Wide Banking of Minutes</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data,</p>	<p>The district will implement Banking of Minutes districtwide. This entails 'banking' additional instructional minutes during the instructional week to create a common planning time for staff. Students will be dismissed one hour earlier on Wednesdays while maintaining the required instructional minutes mandated by the California State. During this dedicated hour, staff will engage in focused collaborative instructional planning.</p>	<p>CA Dashboard Metrics</p>

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	<p>aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.6	<p><b>Action:</b> New Teacher Institute</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The New Teacher Institute offers essential information and resources to teachers new to the district, supporting them both in instruction and as employees. Specialized training is provided to Special Education teachers. There are full days before the start of the school year and additional full days and after-school sessions for follow-up throughout the school year.</p>	CA Dashboard Metrics
5.7	<p><b>Action:</b> New Administrators Institute</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>By providing new administrators with comprehensive information and resources, this initiative ensures that they are equipped to lead effectively and make informed decisions that positively impact student learning outcomes. Specialized training tailored to their roles, including sessions before the academic year begins and ongoing support throughout, not only supports administrators' professional growth but also fosters an environment conducive to academic success for all students.</p>	CA Dashboard Metrics

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	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.8	<p><b>Action:</b> Professional Collaboratives</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The district will establish a task force composed of practitioners to collaboratively assess and review the current district programs and practices, ensuring alignment with standards-based instruction, assessment, curriculum, and professional development. These efforts will reflect the best practices and pedagogical principles outlined in the district's strategic plan. The ultimate goal is to support the development of OSD's Student Profile alongside the achievement of unduplicated student groups, mastery of standards, and college and career readiness as defined in OSD EMPOWERS.</p>	CA Dashboard Metrics
5.9	<p><b>Action:</b> Collaboration Opportunities: Mathematics</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>The Thinking Classrooms framework emphasizes student-centered learning, critical thinking, and problem-solving skills development. By fostering collaboration and leveraging the Thinking Classrooms framework, this action aims to empower educators to create enriching mathematics learning experiences that inspire curiosity, creativity, and a deep understanding among unduplicated student groups.</p>	CA Dashboard Metrics

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	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.10	<p><b>Action:</b> Collaboration: Transitional Kindergarten and Kindergarten Teachers</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Collaborative planning empowers teachers to address individual student needs more effectively, providing targeted support and differentiation to accommodate diverse learning styles and abilities. Additionally, fostering strong relationships between teachers benefits unduplicated student groups by instilling a sense of continuity and belonging, facilitating their transition into the next phase of their education. Ultimately, collaboration between teachers enriches the overall educational experience for unduplicated student groups, positioning them for academic and social success.</p>	CA Dashboard Metrics
5.11	<p><b>Action:</b> Collaboration Opportunities: Biliteracy</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>Through this collaboration, teachers receive tailored guidance and support to effectively implement research-based approaches that foster bilingualism, biliteracy, and cultural competency among unduplicated student groups, aligning with our district's mission and vision outlined in the strategic plan. This action underscores our commitment to equity, excellence, and inclusivity, ensuring that all unduplicated student groups thrive in a multicultural and multilingual learning environment.</p>	CA Dashboard Metrics

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	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.12	<p><b>Action:</b> Collaboration Opportunities: Middle School</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Middle school collaboration provides an opportunity for teachers who teach the same content to come together, share best practices, and plan instruction based on the California frameworks and standards. Following a Professional Learning Community (PLC) model, this collaborative effort allows practitioners to learn from each other and work together toward the common goal of providing unduplicated student groups with effective instruction.</p>	CA Dashboard Metrics
5.13	<p><b>Action:</b> Collaboration Opportunitites: Supporting the Implementation of State Standards and Frameworks</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data,</p>	<p>Through collaboration among practitioners, the district aims to ensure alignment of curriculum, instruction, and assessment with state-mandated standards. This action reinforces the district's commitment to providing unduplicated student groups with a rigorous and equitable learning experience that prepares them for success in college, career, and beyond, as outlined in the district's strategic plan and reflected in the district's student profile.</p>	CA Dashboard Metrics

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	<p>aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.14	<p><b>Action:</b> Employee Onboarding</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, includes some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action aims to ensure that new hires to the district receive comprehensive guidance on district policies and procedures, fostering a supportive and cohesive work environment. By equipping staff with clear expectations and resources, the district aims to enhance its effectiveness in supporting student success. This commitment to structured onboarding will ultimately strengthen the district's ability to meet the diverse needs of unduplicated student groups, contributing significantly to their academic growth and achievement (SP 5.4.4).</p>	CA Dashboard Metrics
5.15	<p><b>Action:</b> Educational Services: Management and Support Staff</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data,</p>	<p>Enhancing the Educational Services Department with skilled Central Office Staff is crucial for providing the necessary support and expertise to foster innovative teaching approaches, thereby improving the academic performance of unduplicated student groups.</p>	CA Dashboard Metrics



Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.16	<p><b>Action:</b> Manager of Equity, Family and Community</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Through these multifaceted efforts, the Manager of Equity and Community helps to create an inclusive environment where English language learners and other unduplicated student groups can thrive, ultimately leading to improved academic outcomes and closing achievement gaps.</p>	CA Dashboard Metrics
5.17	<p><b>Action:</b> Director of Pupil Services</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>By providing leadership, guidance, and resources, the Director of Pupil Services ensures that unduplicated student groups receive equitable access to educational opportunities and support services. This action underscores the district's commitment to fostering a nurturing and inclusive learning environment where every student has the opportunity to thrive academically, socially, and emotionally.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.18	<p><b>Action:</b> Counselors</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By addressing the socio-emotional needs of students, counselors contribute to a positive school climate, which has been shown to correlate with increased academic achievement. Thus, this action not only supports student well-being but also contributes to improved academic outcomes, ultimately fostering a thriving educational community.</p>	CA Dashboard Metrics
5.19	<p><b>Action:</b> District Family and Community Liaison</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>The Family Resource Center offers parents opportunities to participate in professional learning across various areas, thereby enhancing their ability to support their children academically. By providing support and resources to families, this action helps create a more conducive learning environment for unduplicated student groups, ultimately contributing to improved academic success.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.20	<p><b>Action:</b> Outreach Specialists</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The Outreach Specialist works proactively to address the unique needs of each school community, facilitating communication, engagement, and collaboration between families, educators, and community partners. By fostering strong relationships and leveraging community resources, the outreach consultant enhances the school's ability to meet the diverse needs of its unduplicated student groups and families effectively, thereby contributing to improved academic achievement across the district.</p>	CA Dashboard Metrics
5.21	<p><b>Action:</b> Mental Health Clinician</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>The Therapeutic Counselor provides targeted interventions and support to help students navigate and overcome obstacles that may impact their academic and personal well-being. This action not only supports students in accessing the resources they need but also fosters a nurturing and supportive school environment conducive to academic success and personal growth.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.22	<p><b>Action:</b> Healthy Start Social Workers</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action is crucial for the academic achievement of unduplicated student groups, as it provides vital support and comprehensive assistance to families, addressing resource inequities and aligning with state priorities to benefit over 90 percent of the district's student body.</p>	CA Dashboard Metrics
5.23	<p><b>Action:</b> Health Assistants and/or Health Care Technicians (LVNs)</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>Working collaboratively with school nurses and other healthcare providers, the health assistants and health technicians (LVNs) deliver a wide range of health services, including basic medical care, medication administration, first aid, and health education. Their presence ensures a prompt and efficient response to student health needs, thereby contributing to a safe and supportive learning environment for all students.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.24	<p><b>Action:</b> Campus Assistants/Supervisors</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By actively supervising these areas, campus assistants can intervene quickly if any issues arise, ensuring a swift resolution and minimizing disruptions to the learning environment. Overall, the role of campus assistants is crucial in promoting a safe, supportive, and nurturing school environment where unduplicated student groups can thrive both academically and emotionally.</p>	CA Dashboard Metrics
5.25	<p><b>Action:</b> Recruitment, Selection and Retention of Human Capital</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>The Oxnard School District's focus on recruiting and retaining exceptional staff, along with strategic human resource management and strong labor relations, is crucial for the academic achievement of unduplicated student groups by ensuring a culturally diverse, safe, and supportive educational environment that prepares them for college and career opportunities.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.26	<p><b>Action:</b> Recruitment: Classified Positions</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Through targeted recruitment efforts, including job fairs, advertising, and partnerships with community organizations, the district actively seeks out candidates who possess the skills, experience, and commitment to meet the diverse needs of the district's school community.</p>	CA Dashboard Metrics
5.27	<p><b>Action:</b> Transitional Kindergarten Paraeducators</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>Assigning paraeducators to TK classrooms is essential for the academic achievement of unduplicated student groups, as it ensures compliance with state-required adult-to-child ratios, providing necessary supervision, support, and individualized instruction that addresses the unique needs of each child and promotes their overall development.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.28	<p><b>Action:</b> Kindergarten Paraeducators</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Paraeducators collaborate closely with teachers to implement instructional strategies, adapt materials to meet student needs and collect data on student progress. By serving as trusted allies and support systems in kindergarten classrooms, paraeducators contribute significantly to the overall success and well-being of unduplicated student groups, helping them thrive academically and socially.</p>	CA Dashboard Metrics
5.29	<p><b>Action:</b> General Education Paraeducators</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>By serving as trusted allies and support systems in general education classrooms, paraeducators contribute significantly to the overall success and well-being of unduplicated student groups, helping them thrive academically and socially.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.30	<p><b>Action:</b> Opportunity Program Paraeducators</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By serving as trusted allies and support systems in opportunity program classrooms, paraeducators contribute significantly to the overall success and well-being of unduplicated student groups, helping them thrive academically and socially.</p>	CA Dashboard Metrics
5.31	<p><b>Action:</b> District Nurses</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>District Nurses play a crucial role in promoting health, safety, and equitable access to care throughout our district. They address a variety of health needs, ranging from minor ailments to chronic conditions, ensuring that every student receives appropriate care to facilitate academic success.</p>	CA Dashboard Metrics



Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.32	<p><b>Action:</b> Communication Platforms</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By improving communication, the district creates a supportive partnership between schools and families, which ultimately has a positive impact on academic achievement.</p>	CA Dashboard Metrics
5.33	<p><b>Action:</b> Internal Communication Systems</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>Through effective communication, the district can establish and enhance relationships, and articulate its shared purpose in enhancing services for unduplicated student groups and the community, ultimately leading to improved academic, social, and emotional achievement for unduplicated student groups.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.34	<p><b>Action:</b> Communications from Central Office</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By prioritizing communication, the superintendent's office reinforces the district's commitment to collaboration, accountability, and student-centered practices, fostering a cohesive and supportive educational community poised for success.</p>	CA Dashboard Metrics
5.35	<p><b>Action:</b> Curriculum Council</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>The Curriculum Council's role as an advisory group is crucial for the academic achievement of unduplicated student groups, as it provides expert insights and recommendations on curriculum development, implementation, and assessment, ensuring that instructional resources and teaching methodologies align with educational standards and effectively address the needs of the district's diverse student population.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.37	<p><b>Action:</b> Required Accountability Templates</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>By providing translated versions of essential documents, the district promotes equitable access to information for all families, including those whose primary language may not be English. Maintaining translated templates for these documents not only fosters transparency and accountability but also empowers families to play a more informed and active role in their children's educational journey, ultimately contributing to improved student achievement.</p>	CA Dashboard Metrics
5.38	<p><b>Action:</b> PractiCal- Medical Billing</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing</p>	<p>Practi-Cal provides the district support with Medi-Cal billing. Employees providing direct services to students enter Medi-Cal billing reports which are sent to Pract-Cal for review. Costs are recovered through this program.</p>	CA Dashboard Metrics

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>		
5.39	<p><b>Action:</b> Student Technology Access and Annual Refresh</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> LEA-wide</p>	<p>This action ensures equitable access to essential technological competencies, fostering innovation, collaboration, and empowerment among all students in grades TK-8, thereby preparing them to thrive in the modern world.</p>	CA Dashboard Metrics

## Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
<p><b>4.12</b></p>	<p><b>Action:</b> Translators/ Interpreters: Mixteco</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>	<p>By providing translation and interpretation services, the district ensures that vital information regarding school programs, policies, and student progress is effectively conveyed to Mixteco-speaking families. This action is crucial for academic achievement, as it ensures that all families, regardless of their linguistic backgrounds, have equal access to important educational information and resources. This action supports the district's broader goal of promoting inclusivity, equity, and access, thereby fostering a community partnership conducive to academic achievement.</p>	<p>Panorama: Family Survey</p>
<p><b>4.13</b></p>	<p><b>Action:</b> Translators/ Interpreters: Spanish</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, include some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p>	<p>This action supports the district's efforts to promote inclusivity, equity, and access to education for all unduplicated student groups and families, regardless of their linguistic backgrounds, fostering a supportive and welcoming environment that values and respects the diverse cultural and linguistic identities of its community members, thereby fostering a community partnership conducive to academic achievement.</p>	<p>Panorama: Family Survey</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>		
4.14	<p><b>Action:</b> Contract for Interpreting Services</p> <p><b>Need:</b> The Oxnard School District's unduplicated student groups, representing more than 90 percent of the district's student body, includes some of the lowest-performing student populations on state and local assessments. This action directly responds to this data, aligning with state priorities and addressing resource inequities while benefiting all students within the district.</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>	<p>By contracting with qualified interpreters, the district aims to ensure clear and accurate communication in various contexts, including parent-teacher conferences, school events, and meetings. These interpreting services will enable non-English-speaking families to fully engage with the educational process, understand important information, and actively participate in their children's education. Additionally, by providing access to professional interpreters, the district reinforces its commitment to equity, inclusivity, and cultural responsiveness, thus fostering a supportive and welcoming environment for all members of the school community, thereby fostering a community partnership conducive to academic achievement.</p>	Panorama: Family Survey
5.23	<p><b>Action:</b> Health Assistants and/or Health Care Technicians (LVNs)</p> <p><b>Need:</b></p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>		

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

**Additional Concentration Grant Funding**

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

<b>Staff-to-student ratios by type of school and concentration of unduplicated students</b>	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		
Staff-to-student ratio of certificated staff providing direct services to students		

# 2024-25 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	140,124,961	58,685,033	41.880%	0.000%	41.880%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$58,685,033.00	\$38,530,682.20	\$7,408,573.00	\$18,546,972.26	\$123,171,260.46	\$62,809,679.10	\$60,361,581.36

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Academic Incentives and Recognitions	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$56,500.00	\$56,500.00				\$56,500.00	
1	1.2	Youth Cinema Project	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Chavez School and Lopez Academy Grade 5 and Grade 8	July 2024 - June 2027	\$0.00	\$200,811.00		\$200,811.00			\$200,811.00	
1	1.3	Expansion of the Arts	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$356,997.00		\$356,997.00			\$356,997.00	
1	1.4	Teachers for the Arts	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$2,222,937.00	\$0.00		\$2,222,937.00			\$2,222,937.00	
1	1.5	Implementation and Expansion of Biliteracy	English Learners	Yes	LEA-wide	English Learners	Specific Schools: Chavez, Curren, Driffill, Elm, Harrington, Lemonwood, McKinna, Ramona, Soria, Kamala, Lopez,	July 2024 - June 2027	\$0.00	\$57,500.00	\$57,500.00				\$57,500.00	



Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Frank TK-8									
1	1.6	Expand Primary Language Classroom and Site Libraries	English Learners	Yes	LEA-wide	English Learners	All Schools	July 2024 - June 2027	\$0.00	\$120,000.00	\$120,000.00				\$120,000.00	
1	1.7	Renaissance Software	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$2,000,000.00	\$2,000,000.00				\$2,000,000.00	
1	1.8	Learning Management System	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.9	Data Management Systems	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$377,209.00	\$230,000.00			\$147,209.00	\$377,209.00	
1	1.10	Portfolio Management System: Transitional Kindergarten	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: TK Schools Transitional Kindergarten	July 2024 - June 2027	\$0.00	\$16,560.00	\$16,560.00				\$16,560.00	
1	1.11	Implementation of Grade-Level Standards	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.12	Alignment of State Standards and Local Assessments	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.13	Vertical and Horizontal Planning and Communication	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.14	Project Based Learning	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.15	Interdisciplinary Units	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.16	Universal Design for Learning	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.17	Implementation of Essential Pedagogical Principles	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.18	Implementation of the CA Frameworks		Yes	LEA-wide		All Schools	July 2024 - June 2027	\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.19	Professional Learning Communities	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.20	Developing Multilingualism	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.21	Implementation of Oxnard "MAS"/Emergent Multilingual Master Plan	English Learners	Yes	LEA-wide	English Learners	All Schools		\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
1	1.22	Implementation of Oxnard EMPOWERS/OSDs Master Plan	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$20,000.00	\$20,000.00				\$20,000.00	
2	2.1	English Literacy Intervention: Lexia		Yes	LEA-wide		All Schools	July 2024 - June 2027	\$0.00	\$591,945.00	\$591,945.00				\$591,945.00	
2	2.2	Spanish Literacy Intervention: iStation-District Licenses	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$109,320.00	\$109,320.00				\$109,320.00	
2	2.3	Mathematics Intervention: IXL	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$255,000.00	\$180,000.00			\$75,000.00	\$255,000.00	
2	2.4	Mathematics Intervention: Math Labs	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$500.00	\$500.00				\$500.00	
2	2.5	Interventions: Tier III and Special Education	All English Learners Foster Youth Low Income	No Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$500.00	\$500.00				\$500.00	

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2	2.6	Tier III and Specialized Support		Yes	LEA-wide School wide		All Schools	July 2024 - June 2027	\$58,000.00	\$155,000.00		\$58,000.00	\$155,000.00		\$213,000.00	
2	2.7	Alterntive Disciplinary Approaches	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$10,000.00		\$10,000.00			\$10,000.00	
2	2.8	Social Emotional Development	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$30,000.00	\$217,700.00	\$40,000.00		\$207,700.00		\$247,700.00	
2	2.9	Tutoring	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$0.00	\$0.00				\$0.00	
2	2.10	Literacy Intervention Teachers	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$2,644,949.00	\$1,500.00	\$6,500.00	\$2,639,949.00			\$2,646,449.00	
2	2.11	Intervention: Middle School	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2	2.12	Interventions: English Language Development	English Learners	Yes	LEA-wide	English Learners	All Schools	July 2024 - June 2027	\$0.00	\$500.00	\$500.00				\$500.00	
2	2.13	Universal Screening: Gifted and Talented	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$2,000.00	\$9,000.00	\$2,000.00		\$9,000.00		\$11,000.00	
2	2.14	Migrant Education	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$18,000.00			\$18,000.00		\$18,000.00	
2	2.15	Newcomer Academy	English Learners	Yes	LEA-wide	English Learners	Specific Schools: Lemonwood, Frank Academy of Marine Science and Engineering Grade 3 - Grade 8	July 2024 - June 2027	\$0.00	\$13,500.00				\$13,500.00	\$13,500.00	

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2	2.16	Attendance Technicians	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$2,028,056.00	\$2,028,056.00				\$2,028,056.00	
2	2.17	School Attendance Review Board (SARB)	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$15,000.00			\$2,000.00	\$13,000.00	\$15,000.00	
2	2.18	Expanded Summer Learning	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$200,000.00	\$18,600.00		\$207,500.00		\$11,100.00	\$218,600.00	
2	2.19	Expansion of Learning Opportunities	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$3,965,023.00	\$18,435,172.00		\$22,400,195.00			\$22,400,195.00	
2	2.20	Library/Media Technicians	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$998,501.00	\$11,000.00				\$1,009,501.00	\$1,009,501.00	
2	2.21	Maintain Diverse School Libraries	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income		July 2024 - June 2027	\$0.00	\$150,000.00				\$150,000.00	\$150,000.00	
2	2.22	AVID Implementation	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$450,000.00				\$450,000.00	\$450,000.00	
2	2.23	Annual Parent Rights Notification	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$0.00	\$0.00				\$0.00	
2	2.24	Restorative Practices	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$0.00	\$0.00				\$0.00	
2	2.25	Positive Behavior Supports (PBIS)	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$133,200.00	\$133,200.00				\$133,200.00	
2	2.26	Safe Learning Environments	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income		July 2024 - June 2027	\$0.00	\$108,000.00	\$108,000.00				\$108,000.00	

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2	2.27	School Resource Officers	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$235,851.00	\$235,851.00				\$235,851.00	
2	2.28	School Safety Plans	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$0.00	\$0.00				\$0.00	
2	2.29	Student Assemblies: Social Media and Positive Interactions	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$500.00	\$500.00				\$500.00	
2	2.30	Transportation for General Education, Homeless and Foster Youth	Foster Youth	Yes	LEA-wide	Foster Youth	All Schools	July 2024 - June 2027	\$0.00	\$75,000.00	\$75,000.00				\$75,000.00	
2	2.31	Materials and Supplies for Youth Experiencing Homelessness/ McKinney-Vento	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$80,000.00	\$80,000.00				\$80,000.00	
2	2.32	Child Nutrition	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$6,181,313.00	\$6,488,354.00				\$12,669,667.00	\$12,669,667.00	
2	2.33	Substance Abuse Prevention	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2	2.34	Facilities	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$7,000,000.00	\$7,000,000.00				\$7,000,000.00	
2	2.35	Student Mentoring Opportunities	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$0.00	\$0.00				\$0.00	
2	2.36	Superintendent Fellows	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$63,000.00		\$63,000.00			\$63,000.00	
2	2.37	Special Programs	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024 - June 2027	\$0.00	\$1,261,256.00		\$1,261,256.00			\$1,261,256.00	

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3	3.1	Developing Human Capital: PD for Strategic Plan Recommendations	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$10,000.00	\$10,000.00				\$10,000.00	
3	3.2	Teachers on Special Assignment/Content Specialists	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$3,353,237.55	\$0.00	\$647,365.80	\$1,481,649.75		\$1,224,222.00	\$3,353,237.55	
3	3.3	Professional Learning: Implementation of State Standards	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$226,000.00	\$215,375.00	\$266,375.00			\$175,000.00	\$441,375.00	
3	3.4	Professional Learning: Central Management	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$11,000.00	\$8,000.00			\$3,000.00	\$11,000.00	
3	3.5	Professional Learning for Educational Leaders	English Learners Foster Youth	Yes	LEA-wide	English Learners Foster Youth	All Schools									
3	3.6	Professional Learning for Teachers on Special Assignment (TOSAs) and Content Specialists	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$36,736.00	\$50,000.00	\$86,736.00				\$86,736.00	
3	3.7	Professional Learning: Spanish Language, Common Core en Espanol and World Language Standards	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Chavez, Curren, Driffill, Elm, Harrington, Kamala, Lemonwood, McKinna, Ramona, Soria, Lopez, Frank Grade 5- Grade 8		\$13,000.00	\$16,000.00				\$29,000.00	\$29,000.00	
3	3.8	Professional Learning for Teachers: Biliteracy	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Chavez, Curren, Driffill, Elm, Harrington,		\$496,291.00	\$34,000.00	\$481,291.00			\$49,000.00	\$530,291.00	



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							Kamala, Lemonwood, McKinna, Ramona, Soria, Lopez, Frank Grade TK-Grade 8									
3	3.9	Professional Learning: Mathematics	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$256,147.00	\$6,000.00	\$262,147.00				\$262,147.00	
3	3.10	Professional Learning for Teachers: Middle School Content Specific	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Chavez, Curren, Driffill, Frank, Fremont, Haydock, Kamala, Lemonwood, Marhsall, Soria Grade 6 - Grade 8		\$46,500.00	\$0.00		\$46,500.00			\$46,500.00	
3	3.11	Professional Learning for Teachers: Newcomers Academy	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Frank, Lemonwood Grade 3 - Grade 8		\$24,500.00	\$53,500.00		\$19,500.00		\$58,500.00	\$78,000.00	
3	3.12	Professional Learning: Health Education	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Grade 5 and Grade 8		\$16,238.00	\$2,500.00	\$18,738.00				\$18,738.00	
3	3.13	Professional Learning: Transitional Kindergarten	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Transitional Kindergarten		\$10,000.00	\$0.00		\$10,000.00			\$10,000.00	
3	3.14	Professional Learning: Gifted and Talented Education	English Learners Foster Youth	Yes	LEA-wide	English Learners Foster Youth	All Schools Grade 2 -		\$0.00	\$0.00	\$0.00				\$0.00	

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			Low Income			Low Income	Grade 8									
3	3.15	Training and Professional Learning: STAR/myOn	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$12,990.00	\$820,000.00	\$832,990.00				\$832,990.00	
3	3.16	Professional Learning: Cultural Proficiency and Focus on Equitable Practices	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$0.00	\$0.00				\$0.00	
3	3.17	Professional Learning: Planning for Access and Equity	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$0.00	\$0.00				\$0.00	
3	3.18	CSI Support for Fremont Academy	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	Specific Schools: Fremont Academy of Environmental Science and Innovative Design		\$0.00	\$166,280.00		\$166,280.00			\$166,280.00	
3	3.19	Professional Learning: Restorative Practices	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$17,206.00	\$0.00	\$17,206.00				\$17,206.00	
3	3.20	Professional Learning: Counselors	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$102,300.00	\$102,300.00				\$102,300.00	
3	3.21	Professional Learning and Wellness for Staff	English Learners Foster Youth	Yes	LEA-wide	English Learners Foster Youth			\$0.00	\$500.00	\$500.00				\$500.00	
3	3.22	Professional Learning for Outreach Consultants (ORCs)	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$500.00	\$500.00				\$500.00	
3	3.23	Training and Professional Learning for Substitute Teachers	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$15,000.00	\$15,000.00				\$15,000.00	



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3	3.24	Training and Professional Learning for Classified Staff	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$25,000.00	\$25,000.00				\$25,000.00	
3	3.25	Training: Medical Response	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools									
3	3.26	Training: Action Preparedness	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$15,000.00			\$15,000.00		\$15,000.00	
3	3.27	Training and Professional Learning: Data Management Systems	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$51,960.00	\$40,000.00	\$91,960.00				\$91,960.00	
3	3.28	Training and Professional Learning: Communication Platforms	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$500.00	\$500.00				\$500.00	
3	3.29	Future Administrators Academy	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$30,000.00	\$0.00		\$30,000.00			\$30,000.00	
3	3.30	Consulting Teacher	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$30,000.00		\$30,000.00			\$30,000.00	
3	3.31	Peer Assitance Review (PAR)	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$15,000.00		\$15,000.00			\$15,000.00	
3	3.32	Review/Redesign Report Cards	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$25,950.00	\$2,000.00	\$27,950.00				\$27,950.00	
3	3.33	Implementation of Required State Assessments	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$328,143.00	\$65,500.00	\$328,143.00		\$58,500.00	\$7,000.00	\$393,643.00	
3	3.34	Baseline Instruction for Unduplicated Student Groups	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$0.00	\$0.00				\$0.00	

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3	3.35	Textbook Adoptions	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$12,290.00	\$3,138,000.00	\$1,972,290.00	\$1,138,000.00	\$40,000.00		\$3,150,290.00	
3	3.36	Additional Teachers Above Base Staffing	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$8,213,939.00	\$0.00	\$8,213,939.00				\$8,213,939.00	
3	3.37	Maintain 24:1 TK- 3rd Grade Average	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$1,393,545.27	\$0.00	\$1,393,545.27				\$1,393,545.27	
3	3.38	School Site Allocations to be Prioritized by School Site Council	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$2,261,537.00	\$3,118,732.00	\$2,969,348.00	\$594,425.00		\$1,816,496.00	\$5,380,269.00	
3	3.39	Above Base/ Assistant Principals	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$3,907,200.00	\$0.00	\$3,907,200.00				\$3,907,200.00	
3	3.40	Teacher Substitutes/ Site Assigned/	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$743,883.75	\$0.00	\$743,883.75				\$743,883.75	
3	3.41	Supplemental Instructional Materials	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$1,370,219.00	\$599,219.00	\$763,000.00		\$8,000.00	\$1,370,219.00	
4	4.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework, Family and Community Engagement committees, DELAC, Parent Education and Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$34,000.00	\$156,000.00			\$42,200.00	\$147,800.00	\$190,000.00	
4	4.2	Equitable Access for Participation (Zoom)	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$148,000.00		\$148,000.00			\$148,000.00	
4	4.3	Family Resource Center	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$3,687.00	\$10,000.00	\$13,687.00				\$13,687.00	

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4	4.4	Enrollment Center	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$552,380.00	\$12,000.00	\$564,380.00				\$564,380.00	
4	4.5	Family Wrokshops: Diversity, Equity, and Inclusion	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$21,400.00	\$21,400.00				\$21,400.00	
4	4.6	Parent/Teacher Teams	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$9,614.50	\$128,000.00	\$137,614.50				\$137,614.50	
4	4.7	Systems of Communication to Include the Voices of our Different Parent Groups in the Design of Learning Experiences for unduplicated student groups and Families	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$500.00	\$500.00				\$500.00	
4	4.8	Supporting Cultural Proficiency and Focus on Equitable Practices	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$500.00	\$500.00				\$500.00	
4	4.9	Transition to High School- Parent Workshops	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$500.00	\$500.00				\$500.00	
4	4.10	Special Education Parent Supports	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$40,000.00				\$40,000.00	\$40,000.00	
4	4.11	Parent Support Liasion	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$110,479.02	\$0.00	\$22,095.82			\$88,383.20	\$110,479.02	
4	4.12	Translators/ Interpretors: Mixteco	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		\$206,764.72	\$2,000.00	\$43,352.92			\$165,411.80	\$208,764.72	
4	4.13	Translators/ Interpretors: Spanish	English Learners	Yes	Limited to Unduplicated Student	English Learners	All Schools		\$747,074.00	\$0.00	\$747,074.00				\$747,074.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
					Group(s)											
4	4.14	Contract for Interpreting Services	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		\$0.00	\$32,000.00	\$2,000.00			\$30,000.00	\$32,000.00	
4	4.15	Panorama Surveys	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$20,000.00			\$20,000.00		\$20,000.00	
4	4.16	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members (Web Content Analyst)	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$170,854.17		\$170,854.17			\$170,854.17	
4	4.17	Board Room	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$350,000.00	\$350,000.00				\$350,000.00	
5	5.1	Oxnard Empowers - Implementation of Strategic Plan	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$500.00	\$500.00				\$500.00	
5	5.2	Board of Education	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$43,737.00	\$1,666,500.00			\$1,710,237.00		\$1,710,237.00	
5	5.3	Resources: Superintendent	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$30,329.00	\$470,500.00			\$500,829.00		\$500,829.00	
5	5.4	Professional Learning: Three District Days	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$1,755,739.13	\$2,500.00	\$1,758,239.13				\$1,758,239.13	
5	5.5	District Wide Banking of Minutes	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$1,653,648.00	\$0.00	\$1,653,648.00				\$1,653,648.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
5	5.6	New Teacher Institute	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$25,000.00		\$5,000.00	\$20,000.00		\$25,000.00	
5	5.7	New Administrators Institute	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$15,000.00	\$15,000.00				\$15,000.00	
5	5.8	Professional Collaboratives	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$0.00	\$0.00				\$0.00	
5	5.9	Collaboration Opportunities: Mathematics	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$500.00	\$500.00				\$500.00	
5	5.10	Collaboration: Transitional Kindergarten and Kindergarten Teachers	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$15,000.00		\$15,000.00			\$15,000.00	
5	5.11	Collaboration Opportunities: Biliteracy	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$71,445.00	\$0.00	\$71,445.00				\$71,445.00	
5	5.12	Collaboration Opportunities: Middle School	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$51,960.00	\$0.00	\$51,960.00				\$51,960.00	
5	5.13	Collaboration Opportunitites: Supporting the Implementation of State Standards and Frameworks	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$0.00	\$0.00				\$0.00	
5	5.14	Employee Onboarding	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$15,000.00	\$15,000.00				\$15,000.00	
5	5.15	Educational Services: Management and Support Staff	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$639,166.40		\$639,166.40			\$639,166.40	
5	5.16	Manager of Equity, Family and Community	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$207,727.71	\$0.00	\$41,545.45			\$166,182.26	\$207,727.71	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
5	5.17	Director of Pupil Services	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$467,442.09	\$0.00	\$467,442.09				\$467,442.09	
5	5.18	Counselors	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$4,608,526.00	\$0.00	\$4,608,526.00				\$4,608,526.00	
5	5.19	District Family and Community Liaison	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$130,821.56	\$0.00	\$130,821.56				\$130,821.56	
5	5.20	Outreach Specialists	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$1,944,353.29	\$0.00	\$1,944,353.29				\$1,944,353.29	
5	5.21	Mental Health Clinician	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$429,617.48	\$0.00		\$429,617.48			\$429,617.48	
5	5.22	Healthy Start Social Workers	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$476,172.00		\$476,172.00			\$476,172.00	
5	5.23	Health Assistants and/or Health Care Technicians (LVNs)	English Learners Foster Youth Low Income	Yes	LEA-wide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools		\$1,505,723.28	\$0.00	\$1,505,723.28				\$1,505,723.28	
5	5.24	Campus Assistants/Supervisors	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$4,667,807.00	\$0.00	\$4,667,807.00				\$4,667,807.00	
5	5.25	Recruitment, Selection and Retention of Human Capital	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$25,000.00	\$25,000.00				\$25,000.00	
5	5.26	Recruitment: Classified Positions	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$25,000.00	\$25,000.00				\$25,000.00	



Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
5	5.27	Transitional Kindergarten Paraeducators	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Transitional Kindergarten		\$2,288,708.36	\$0.00	\$275,060.54	\$2,013,647.82			\$2,288,708.36	
5	5.28	Kindergarten Paraeducators	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Kindergarten		\$798,769.79	\$0.00		\$798,769.79			\$798,769.79	
5	5.29	General Education Paraeducators	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$431,041.04	\$0.00	\$431,041.04				\$431,041.04	
5	5.30	Opportunity Program Paraeducators	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Frank, Lopez, Fremont Grade 6- Grade 8		\$106,744.00	\$0.00	\$106,744.00				\$106,744.00	
5	5.31	District Nurses	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$756,169.57	\$6,000.00	\$762,169.57				\$762,169.57	
5	5.32	Communication Platforms	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$25,000.00	\$25,000.00				\$25,000.00	
5	5.33	Internal Communication Systems	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$5,000.00	\$5,000.00				\$5,000.00	
5	5.34	Communications from Central Office	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$125,000.00	\$125,000.00				\$125,000.00	
5	5.35	Curriculum Council	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$0.00	\$0.00				\$0.00	
5	5.36	Place Holder					All Schools									
5	5.37	Required Accountability Templates	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth	All Schools		\$0.00	\$47,000.00	\$47,000.00				\$47,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
						Low Income										
5	5.38	PractiCal- Medical Billing	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$209,430.00			\$209,430.00		\$209,430.00	
5	5.39	Student Technology Access and Annual Refresh	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$1,415,353.99	\$4,772,621.79	\$1,667,843.99	\$119,454.79	\$4,400,677.00	\$0.00	\$6,187,975.78	



# 2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
140,124,961	58,685,033	41.880%	0.000%	41.880%	\$58,685,033.00	0.000%	41.880 %	<b>Total:</b>	\$58,685,033.00
								<b>LEA-wide Total:</b>	\$57,892,606.08
								<b>Limited Total:</b>	\$2,298,150.20
								<b>Schoolwide Total:</b>	\$500.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Academic Incentives and Recognitions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$56,500.00	
1	1.2	Youth Cinema Project	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Chavez School and Lopez Academy Grade 5 and Grade 8		
1	1.3	Expansion of the Arts	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.4	Teachers for the Arts	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.5	Implementation and Expansion of Biliteracy	Yes	LEA-wide	English Learners	Specific Schools: Chavez, Curren, Driffill, Elm, Harrington, Lemonwood,	\$57,500.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
						McKinna, Ramona, Soria, Kamala, Lopez, Frank TK-8		
1	1.6	Expand Primary Language Classroom and Site Libraries	Yes	LEA-wide	English Learners	All Schools	\$120,000.00	
1	1.7	Renaissance Software	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,000,000.00	
1	1.8	Learning Management System	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
1	1.9	Data Management Systems	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$230,000.00	
1	1.10	Portfolio Management System: Transitional Kindergarten	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: TK Schools Transitional Kindergarten	\$16,560.00	
1	1.11	Implementation of Grade-Level Standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
1	1.12	Alignment of State Standards and Local Assessments	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
1	1.13	Vertical and Horizontal Planning and Communication	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
1	1.14	Project Based Learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
1	1.15	Interdisciplinary Units	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
1	1.16	Universal Design for Learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.17	Implementation of Essential Pedagogical Principles	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
1	1.18	Implementation of the CA Frameworks	Yes	LEA-wide		All Schools	\$20,000.00	
1	1.19	Professional Learning Communities	Yes	LEA-wide	English Learners Foster Youth Low Income		\$20,000.00	
1	1.20	Developing Multilingualism	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
1	1.21	Implementation of Oxnard "MAS"/Emergent Multilingual Master Plan	Yes	LEA-wide	English Learners	All Schools	\$20,000.00	
1	1.22	Implementation of Oxnard EMPOWERS/ OSDs Master Plan	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
2	2.1	English Literacy Intervention: Lexia	Yes	LEA-wide		All Schools	\$591,945.00	
2	2.2	Spanish Literacy Intervention: iStation-District Licenses	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$109,320.00	
2	2.3	Mathematics Intervention: IXL	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$180,000.00	
2	2.4	Mathematics Intervention: Math Labs	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools	\$500.00	
2	2.5	Interventions: Tier III and Special Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$500.00	
2	2.6	Tier III and Specialized Support	Yes	LEA-wide Schoolwide		All Schools		
2	2.7	Alternative Disciplinary Approaches	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.8	Social Emotional Development	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$40,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.9	Tutoring	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
2	2.10	Literacy Intervention Teachers	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$6,500.00	
2	2.11	Intervention: Middle School	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
2	2.12	Interventions: English Language Development	Yes	LEA-wide	English Learners	All Schools	\$500.00	
2	2.13	Universal Screening: Gifted and Talented	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,000.00	
2	2.14	Migrant Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.15	Newcomer Academy	Yes	LEA-wide	English Learners	Specific Schools: Lemonwood, Frank Academy of Marine Science and Engineering Grade 3 - Grade 8		
2	2.16	Attendance Technicians	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,028,056.00	
2	2.17	School Attendance Review Board (SARB)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.18	Expanded Summer Learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.19	Expansion of Learning Opportunities	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.20	Library/Media Technicians	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.21	Maintain Diverse School Libraries	Yes	LEA-wide	English Learners Foster Youth Low Income			
2	2.22	AVID Implementation	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.23	Annual Parent Rights Notification	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
2	2.24	Restorative Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
2	2.25	Positive Behavior Supports (PBIS)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$133,200.00	
2	2.26	Safe Learning Environments	Yes	LEA-wide	English Learners Foster Youth Low Income		\$108,000.00	
2	2.27	School Resource Officers	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$235,851.00	
2	2.28	School Safety Plans	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
2	2.29	Student Assemblies: Social Media and Positive Interactions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$500.00	
2	2.30	Transportation for General Education, Homeless and Foster Youth	Yes	LEA-wide	Foster Youth	All Schools	\$75,000.00	
2	2.31	Materials and Supplies for Youth Experiencing Homelessness/ McKinney-Vento	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$80,000.00	
2	2.32	Child Nutrition	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.33	Substance Abuse Prevention	Yes	LEA-wide	English Learners Foster Youth	All Schools	\$0.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
					Low Income			
2	2.34	Facilities	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$7,000,000.00	
2	2.35	Student Mentoring Opportunities	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
2	2.36	Superintendent Fellows	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.37	Special Programs	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.1	Developing Human Capital: PD for Strategic Plan Recommendations	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$10,000.00	
3	3.2	Teachers on Special Assignment/Content Specialists	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$647,365.80	
3	3.3	Professional Learning: Implementation of State Standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$266,375.00	
3	3.4	Professional Learning: Central Management	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$8,000.00	
3	3.5	Professional Learning for Educational Leaders	Yes	LEA-wide	English Learners Foster Youth	All Schools		
3	3.6	Professional Learning for Teachers on Special Assignment (TOSAs) and Content Specialists	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$86,736.00	
3	3.7	Professional Learning: Spanish Language, Common Core en Espanol and World Language Standards	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Chavez, Curren, Driffill, Elm, Harrington, Kamala, Lemonwood, McKinna, Ramona, Soria, Lopez, Frank		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
						Grade 5- Grade 8		
3	3.8	Professional Learning for Teachers: Biliteracy	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Chavez, Curren, Driffill, Elm, Harrington, Kamala, Lemonwood, McKinna, Ramona, Soria, Lopez, Frank Grade TK- Grade 8	\$481,291.00	
3	3.9	Professional Learning: Mathematics	Yes	LEA-wide	English Learners Foster Youth Low Income		\$262,147.00	
3	3.10	Professional Learning for Teachers: Middle School Content Specific	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Chavez, Curren, Driffill, Frank, Fremont, Haydock, Kamala, Lemonwood, Marhsall, Soria Grade 6 - Grade 8		
3	3.11	Professional Learning for Teachers: Newcomers Academy	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Frank, Lemonwood Grade 3 - Grade 8		
3	3.12	Professional Learning: Health Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Grade 5 and Grade 8	\$18,738.00	
3	3.13	Professional Learning: Transitional Kindergarten	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Transitional Kindergarten		
3	3.14	Professional Learning: Gifted and Talented Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Grade 2 - Grade 8	\$0.00	
3	3.15	Training and Professional Learning: STAR/myOn	Yes	LEA-wide	English Learners Foster Youth Low Income		\$832,990.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.16	Professional Learning: Cultural Proficiency and Focus on Equitable Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
3	3.17	Professional Learning: Planning for Access and Equity	Yes	LEA-wide	English Learners Foster Youth Low Income		\$0.00	
3	3.18	CSI Support for Fremont Academy	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Fremont Academy of Environmental Science and Innovative Design		
3	3.19	Professional Learning: Restorative Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$17,206.00	
3	3.20	Professional Learning: Counselors	Yes	LEA-wide	English Learners Foster Youth Low Income		\$102,300.00	
3	3.21	Professional Learning and Wellness for Staff	Yes	LEA-wide	English Learners Foster Youth		\$500.00	
3	3.22	Professional Learning for Outreach Consultants (ORCs)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$500.00	
3	3.23	Training and Professional Learning for Substitute Teachers	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$15,000.00	
3	3.24	Training and Professional Learning for Classified Staff	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$25,000.00	
3	3.25	Training: Medical Response	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.26	Training: Action Preparedness	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.27	Training and Professional Learning: Data Management Systems	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$91,960.00	



Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.28	Training and Professional Learning: Communication Platforms	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$500.00	
3	3.29	Future Administrators Academy	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.30	Consulting Teacher	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.31	Peer Assistance Review (PAR)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.32	Review/Redesign Report Cards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$27,950.00	
3	3.33	Implementation of Required State Assessments	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$328,143.00	
3	3.34	Baseline Instruction for Unduplicated Student Groups	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
3	3.35	Textbook Adoptions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,972,290.00	
3	3.36	Additional Teachers Above Base Staffing	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$8,213,939.00	
3	3.37	Maintain 24:1 TK- 3rd Grade Average	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,393,545.27	
3	3.38	School Site Allocations to be Prioritized by School Site Council	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,969,348.00	
3	3.39	Above Base/ Assistant Principals	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$3,907,200.00	
3	3.40	Teacher Substitutes/ Site Assigned/	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$743,883.75	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.41	Supplemental Instructional Materials	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$599,219.00	
4	4.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework, Family and Community Engagement committees, DELAC, Parent Education and Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
4	4.2	Equitable Access for Participation (Zoom)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
4	4.3	Family Resource Center	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$13,687.00	
4	4.4	Enrollment Center	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$564,380.00	
4	4.5	Family Wrokshops: Diversity, Equity, and Inclusion	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$21,400.00	
4	4.6	Parent/Teacher Teams	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$137,614.50	
4	4.7	Systems of Communication to Include the Voices of our Different Parent Groups in the Design of Learning Experiences for unduplicated student groups and Families	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$500.00	
4	4.8	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$500.00	
4	4.9	Transition to High School-Parent Workshops	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$500.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
4	4.10	Special Education Parent Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
4	4.11	Parent Support Liasion	Yes	LEA-wide	English Learners Foster Youth Low Income		\$22,095.82	
4	4.12	Translators/ Interpreters: Mixteco	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$43,352.92	
4	4.13	Translators/ Interpreters: Spanish	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$747,074.00	
4	4.14	Contract for Interpreting Services	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$2,000.00	
4	4.15	Panorama Surveys	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
4	4.16	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members (Web Content Analyst)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
4	4.17	Board Room	Yes	LEA-wide	English Learners Foster Youth Low Income		\$350,000.00	
5	5.1	Oxnard Empowers - Implementation of Strategic Plan	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$500.00	
5	5.2	Board of Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
5	5.3	Resources: Superintendent	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
5	5.4	Professional Learning: Three District Days	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,758,239.13	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
5	5.5	District Wide Banking of Minutes	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,653,648.00	
5	5.6	New Teacher Institute	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
5	5.7	New Administrators Institute	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$15,000.00	
5	5.8	Professional Collaboratives	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
5	5.9	Collaboration Opportunities: Mathematics	Yes	LEA-wide	English Learners Foster Youth Low Income		\$500.00	
5	5.10	Collaboration: Transitional Kindergarten and Kindergarten Teachers	Yes	LEA-wide	English Learners Foster Youth Low Income			
5	5.11	Collaboration Opportunities: Biliteracy	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$71,445.00	
5	5.12	Collaboration Opportunities: Middle School	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$51,960.00	
5	5.13	Collaboration Opportunitites: Supporting the Implementation of State Standards and Frameworks	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
5	5.14	Employee Onboarding	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$15,000.00	
5	5.15	Educational Services: Management and Support Staff	Yes	LEA-wide	English Learners Foster Youth Low Income			
5	5.16	Manager of Equity, Family and Community	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$41,545.45	
5	5.17	Director of Pupil Services	Yes	LEA-wide	English Learners Foster Youth	All Schools	\$467,442.09	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
					Low Income			
5	5.18	Counselors	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,608,526.00	
5	5.19	District Family and Community Liaison	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$130,821.56	
5	5.20	Outreach Specialists	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,944,353.29	
5	5.21	Mental Health Clinician	Yes	LEA-wide	English Learners Foster Youth Low Income			
5	5.22	Healthy Start Social Workers	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
5	5.23	Health Assistants and/or Health Care Technicians (LVNs)	Yes	LEA-wide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$1,505,723.28	
5	5.24	Campus Assistants/Supervisors	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,667,807.00	
5	5.25	Recruitment, Selection and Retention of Human Capital	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$25,000.00	
5	5.26	Recruitment: Classified Positions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$25,000.00	
5	5.27	Transitional Kindergarten Paraeducators	Yes	LEA-wide	English Learners Foster Youth Low Income	Transitional Kindergarten	\$275,060.54	
5	5.28	Kindergarten Paraeducators	Yes	LEA-wide	English Learners Foster Youth Low Income	Kindergarten		
5	5.29	General Education Paraeducators	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$431,041.04	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
5	5.30	Opportunity Program Paraeducators	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Frank, Lopez, Fremont Grade 6- Grade 8	\$106,744.00	
5	5.31	District Nurses	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$762,169.57	
5	5.32	Communication Platforms	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$25,000.00	
5	5.33	Internal Communication Systems	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$5,000.00	
5	5.34	Communications from Central Office	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$125,000.00	
5	5.35	Curriculum Council	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	
5	5.36	Place Holder				All Schools		
5	5.37	Required Accountability Templates	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$47,000.00	
5	5.38	PractiCal- Medical Billing	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
5	5.39	Student Technology Access and Annual Refresh	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,667,843.99	

# 2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
<b>Totals</b>	\$171,662,633.00	\$171,662,633.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	3 professional learning days	Yes	\$2,835,000.00	\$2,835,000.00
1	1.2	Student Literacy Interventions	Yes	\$2,658,510.00	\$2,658,510.00
1	1.3	Development in Literacy	Yes	\$417,270.00	\$417,270.00
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	\$956,055.00	\$956,055.00
1	1.5	Development in Mathematics	Yes	\$1,475,097.00	\$1,475,097.00
1	1.6	Expansion of Learning Opportunities	Yes	\$16,077,124.00	\$16,077,124.00
1	1.7	Student Technology Access and Annual Refresh	Yes	\$5,192,989.00	\$5,192,989.00
1	1.8	Further Develop Early Childhood Education	Yes	\$6,015,764.00	\$6,015,764.00
1	1.9	Implementation of State Standards	Yes	\$1,618,934.00	\$1,618,934.00
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	\$629,730.00	\$629,730.00
1	1.11	Expansion of District GATE program and Specialized Programs	Yes	\$973,065.00	\$973,065.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.12	Expanded Summer Learning	Yes	\$2,310,000.00	\$2,310,000.00
1	1.13	Special Education	Yes	\$7,904,000.00	\$7,904,000.00
1	1.14	Equity and Access	Yes	\$372,715.00	\$372,715.00
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	\$841,076.00	\$841,076.00
1	1.16	Instructional Resources and Supports	Yes	\$367,001.00	\$367,001.00
1	1.17	Support of Diverse and Inclusive School Libraries	Yes	\$990,309.00	\$990,309.00
1	1.18	Implementation of State and Local Assessments	Yes	\$343,350.00	\$343,350.00
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	\$589,366.00	\$589,366.00
1	1.20	Developing Human Capital	Yes	\$426,158.00	\$426,158.00
1	1.21	Maintain District Learning Management System	Yes	\$282,481.00	\$282,481.00
1	1.22	English Language Learners Support and Services	Yes	\$819,168.00	\$819,168.00
1	1.23	Additional Teachers Above Base Staffing	Yes	\$4,120,000.00	\$4,120,000.00
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	\$5,308,109.00	\$5,308,109.00



Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.25	Maintain 24:1 TK- 3rd Grade Average		\$0.00	0.00
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	\$466,655.00	\$466,655.00
1	1.27	After School Tutoring	Yes	\$104,000.00	\$104,000.00
1	1.28	Instruction	Yes	\$49,356,751.00	\$49,356,751.00
1	1.29	Textbook Adoptions	Yes	\$3,306,090.00	\$3,306,090.00
1	1.30	Tier 3 and Special Education Interventions	Yes	\$2,248,900.00	\$2,248,900.00
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	\$53,000.00	\$53,000.00
1	1.32	Developing Educational Leaders	Yes	\$152,282.00	\$152,282.00
1	1.33	Independent Study Program - No longer implemented during the 23-24 school year		\$0.00	0.00
1	1.34	Middle School Collaboratives focused on the development of the OSD Student Profile	Yes	\$151,600.00	\$151,600.00
1	1.35	District Wide Banking of Minutes	Yes	\$1,954,940.00	\$1,954,940.00
1	1.36	Oxnard Empowers - Implementation Of Strategic Plan	Yes	\$81,000.00	\$81,000.00
1	1.37	CSI Support for Fremont Academy	Yes	\$165,500.00	\$165,500.00
1	1.38	Expansion of the Arts Program		\$0.00	0.00
2	2.1	Child Nutrition		\$0.00	0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.2	Improve opportunities for student connectedness	Yes	\$30,000.00	\$30,000.00
2	2.3	Student Attendance	Yes	\$1,683,645.00	\$1,683,645.00
2	2.4	Social and Emotional Supports	Yes	\$6,498,397.00	\$6,498,397.00
2	2.5	Health and Welfare of students	Yes	\$1,480,888.00	\$1,480,888.00
2	2.6	Create a safe environment conducive to learning	Yes	\$3,702,342.00	\$3,702,342.00
2	2.7	Restorative Practices	Yes	\$27,330.00	\$27,330.00
2	2.8	Professional learning and wellness for staff	Yes	\$75,000.00	\$75,000.00
2	2.9	Tier III and Specialized Support	Yes	\$2,269,152.00	\$2,269,152.00
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	\$210,350.00	\$210,350.00
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes	\$125,000.00	\$125,000.00
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes	\$127,539.00	\$127,539.00
3	3.4	Equitable access for participation	Yes	\$148,000.00	\$148,000.00
3	3.5	Systems of Communication to Include the voices of our different	Yes	\$60,000.00	\$60,000.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
		parent groups in the design of learning experiences for student and families.			
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	\$112,424.00	\$112,424.00
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	Yes	\$350,000.00	\$350,000.00
3	3.8	District Enrollment Center	Yes	\$718,077.00	\$718,077.00
3	3.9	Transition to High School- Parent workshops	Yes	\$45,000.00	\$45,000.00
3	3.10	Students Voice	Yes	\$63,000.00	\$63,000.00
3	3.11	Special Education Parent Supports	Yes	\$40,000.00	\$40,000.00
3	3.12	Internal Communication Systems	Yes	\$42,500.00	\$42,500.00
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	\$4,000,000.00	\$4,000,000.00
4	4.2	Central Office Administration	No	\$1,815,000.00	\$1,815,000.00
4	4.3	Administrative Services	No	\$7,225,000.00	\$7,225,000.00
4	4.4	Operational Services	No	\$15,300,000.00	\$15,300,000.00
4	4.5	Other Expenses	No	\$3,950,000.00	\$3,950,000.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)

# 2023-24 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
61,249,917	\$61,249,917.00	\$61,249,917.00	\$0.00	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	3 professional learning days	Yes				
1	1.2	Student Literacy Interventions	Yes	\$1,210,114.00	1,210,114.00		
1	1.3	Development in Literacy	Yes	\$300,780.00	300,780.00		
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	\$643,480.00	643,480.00		
1	1.5	Development in Mathematics	Yes	\$1,362,897.00	1,362,897.00		
1	1.6	Expansion of Learning Opportunities	Yes				
1	1.7	Student Technology Access and Annual Refresh	Yes	\$5192989	5192989		
1	1.8	Further Develop Early Childhood Education	Yes	\$1,796,988.00	1,796,988.00		
1	1.9	Implementation of State Standards	Yes	\$378,560.00	378,560.00		
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	\$505,730.00	505,730.00		
1	1.11	Expansion of District GATE program and Specialized Programs	Yes				
1	1.12	Expanded Summer Learning	Yes				

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.13	Special Education	Yes	\$5,200,000.00	5,200,000.00		
1	1.14	Equity and Access	Yes	\$81,257.00	81,257.00		
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	\$841,076.00	841,076.00		
1	1.16	Instructional Resources and Supports	Yes	\$367,001.00	367,001.00		
1	1.17	Support of Diverse and Inclusive School Libraries	Yes				
1	1.18	Implementation of State and Local Assessments	Yes	\$12,600.00	12,600.00		
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	\$494,400.00	494,400.00		
1	1.20	Developing Human Capital	Yes	\$375,363.00	375,363.00		
1	1.21	Maintain District Learning Management System	Yes				
1	1.22	English Language Learners Support and Services	Yes	\$738,078.00	738,078.00		
1	1.23	Additional Teachers Above Base Staffing	Yes	\$4,120,000.00	4,120,000.00		
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	\$3,334,093.00	3,334,093.00		
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	\$466,655.00	466,655.00		
1	1.27	After School Tutoring	Yes				
1	1.28	Instruction	Yes	\$7,768,511.00	7,768,511.00		
1	1.29	Textbook Adoptions	Yes	\$2,578,090.00	2,578,090.00		
1	1.30	Tier 3 and Special Education Interventions	Yes	\$1,516,700.00	1,516,700.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	\$53,000.00	53000		
1	1.32	Developing Educational Leaders	Yes	\$152,282.00	152282		
1	1.34	Middle School Collaboratives focused on the development of the OSD Student Profile	Yes	\$151,600.00	151600		
1	1.35	District Wide Banking of Minutes	Yes	\$1,954,940.00	1954940		
1	1.36	Oxnard Empowers - Implementation Of Strategic Plan	Yes	\$81,000.00	81000		
1	1.37	CSI Support for Fremont Academy	Yes				
2	2.2	Improve opportunities for student connectedness	Yes				
2	2.3	Student Attendance	Yes	\$1,654,845.00	1,654,845.00		
2	2.4	Social and Emotional Supports	Yes	\$6,356,397.00	6,356,397.00		
2	2.5	Health and Welfare of students	Yes	\$1,319,438.00	1,319,438.00		
2	2.6	Create a safe environment conducive to learning	Yes	\$3,702,342.00	3,702,342.00		
2	2.7	Restorative Practices	Yes	\$27,330.00	27,330.00		
2	2.8	Professional learning and wellness for staff	Yes				
2	2.9	Tier III and Specialized Support	Yes	\$1,486,519.00	1486519		
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	\$82,000.00	82,000.00		
3	3.2	Ensure and enhance our communication with families	Yes				

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
		through the use of a variety a platforms					
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes				
3	3.4	Equitable access for participation	Yes				
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	\$60,000.00	60000		
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	\$19,285.00	19285		
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	Yes				
3	3.8	District Enrollment Center	Yes	\$718,077.00	718077		
3	3.9	Transition to High School-Parent workshops	Yes				
3	3.10	Students Voice	Yes	\$63,000.00	63000		
3	3.11	Special Education Parent Supports	Yes	\$40,000.00	40,000		
3	3.12	Internal Communication Systems	Yes	\$42,500.00	42,500.00		
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	\$4,000,000.00	4,000,000.00		



# 2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
142,060,851	61,249,917	0	43.115%	\$61,249,917.00	0.000%	43.115%	\$0.00	0.000%

# Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

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

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

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
    - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

## Requirements and Instructions

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

### Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

### Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

### **Comprehensive Support and Improvement**

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

#### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

#### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

#### Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## **Engaging Educational Partners**

### **Purpose**

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

### **Requirements**

**School districts and COEs:** *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);
  - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).

- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

## Instructions

### Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

### Complete the table as follows:

#### Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

#### Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that



is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
  - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

**Requirement to Address the LCFF State Priorities**

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in EC sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of EC sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

**Focus Goal(s)**

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

**Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding**

**Description**

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
  - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
  - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

**Type of Goal**

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

**State Priorities addressed by this goal.**

Identify each of the state priorities that this goal is intended to address.

**An explanation of why the LEA has developed this goal.**

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
  - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

## Broad Goal

### Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

### Type of Goal

Identify the type of goal being implemented as a Broad Goal.

### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

**Maintenance of Progress Goal**

**Description**

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Type of Goal**

Identify the type of goal being implemented as a Maintenance of Progress Goal.

**State Priorities addressed by this goal.**

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

**Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
  - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
  - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

#### Metric #

- Enter the metric number.

#### Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

#### Baseline

- Enter the baseline when completing the LCAP for 2024–25.
  - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
  - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
  - Indicate the school year to which the baseline data applies.
  - The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain

accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.

- If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

### Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

### Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

### Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2026–27</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> and <b>2026–27</b> . Leave blank until then.

**Goal Analysis:**

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
  - Include a discussion of relevant challenges and successes experienced with the implementation process.
  - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
  - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

**Actions:**

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.



- For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
- As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
- These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

## Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

## Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
  - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

## Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
  - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
  - Professional development for teachers.
  - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
  - These required actions will be effective for the three-year LCAP cycle.

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

### Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

### Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

**LEA-wide and Schoolwide Actions**

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

**For School Districts Only**

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

**Requirements and Instructions**

Complete the tables as follows:

**Total Projected LCFF Supplemental and/or Concentration Grants**

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

**Projected Additional 15 percent LCFF Concentration Grant**

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

**Projected Percentage to Increase or Improve Services for the Coming School Year**

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

**LCFF Carryover — Percentage**

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

### LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

### Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

## Required Descriptions:

### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

### Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

**Note for COEs and Charter Schools:** In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

### **Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

### **Identified Need(s)**

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### **How the Action(s) are Designed to Address Need(s)**

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

### **Additional Concentration Grant Funding**

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

- The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
  - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

## Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

## Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8).

Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If “Yes” is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.



- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
  - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as

a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.

- As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

## Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

## Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

## Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

### Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
  - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**

- This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

### **Contributing Actions Annual Update Table**

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**

- This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).

- **7. Total Estimated Actual Expenditures for Contributing Actions**

- This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).

- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**

- This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).

- **5. Total Planned Percentage of Improved Services (%)**

- This amount is the total of the Planned Percentage of Improved Services column.

- **8. Total Estimated Actual Percentage of Improved Services (%)**

- This amount is the total of the Estimated Actual Percentage of Improved Services column.

- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**

- This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

### **LCFF Carryover Table**

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**
  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education  
November 2023

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Adoption of Oxnard School District 2024-25 Budget (Mitchell/Núñez)**

---

Subsequent to the public hearing held at the June 5, 2024 Board meeting, the Administration recommends that the Board of Trustees adopt the Oxnard School District Budget for the 2024-25 fiscal year.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees adopt the Oxnard School District Budget for the 2024-25 fiscal year.

#### **ADDITIONAL MATERIALS:**

**Attached:** [2024-25 Adopted Budget Presentation \(10 pages\)](#)

[2024-25 Adopted Budget \(121 pages\)](#)



# ADOPTED BUDGET 2024-25 FISCAL YEAR

Presenters:

Valerie Mitchell, MPPA  
Assistant Superintendent, Business  
and Fiscal Services

Patty Núñez  
Director of Fiscal Services

June 26, 2024

# OVERVIEW AND BUDGET CERTIFICATION

On or before July 1 of each year, the Governing Board of each school district shall do the following:

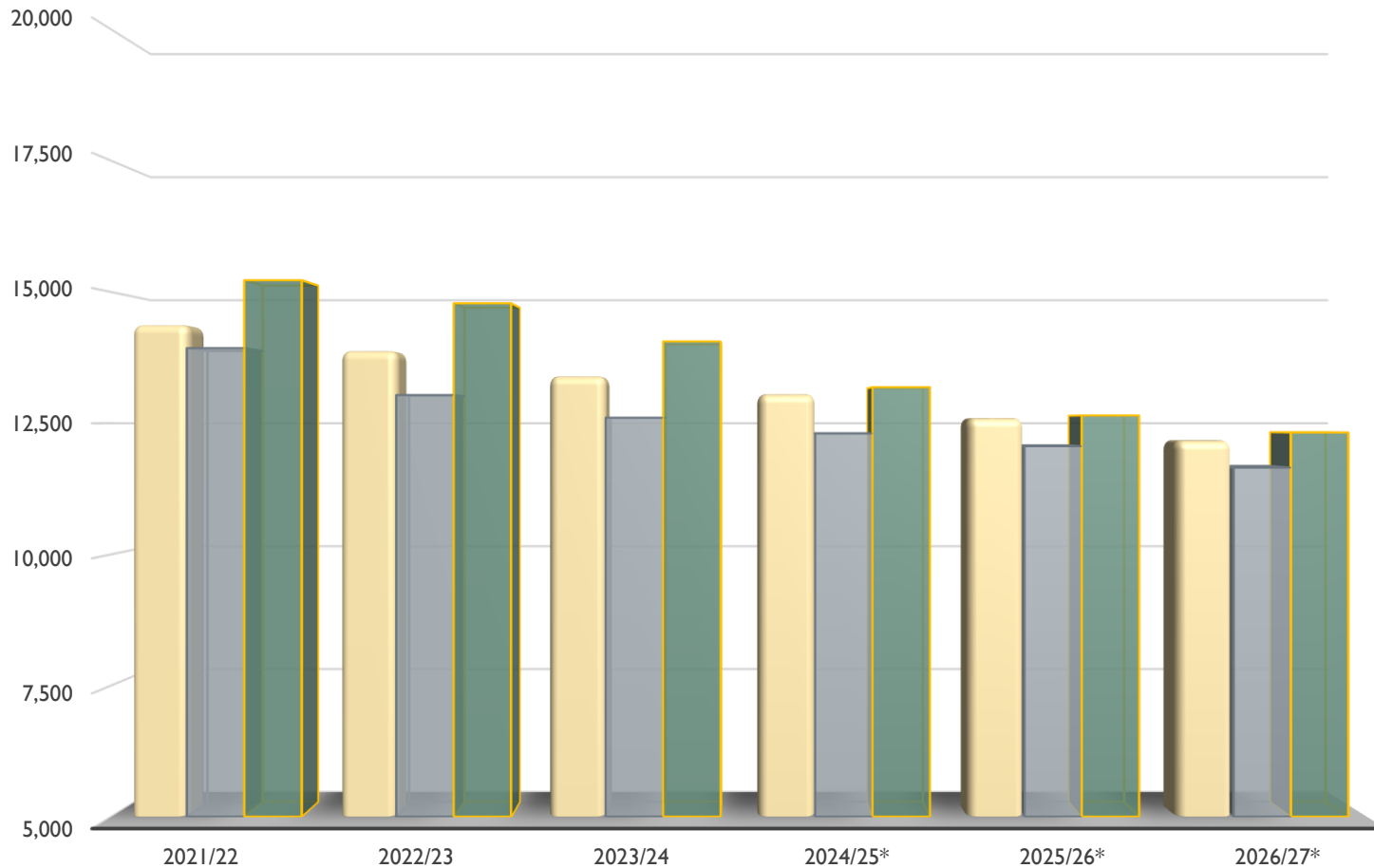
1. Hold a public hearing on the proposed budget for the next fiscal year (June 5)
2. Approve or Disapprove the Adopted Budget (tonight)
  - a. Approve (Pass) - adopting a budget allows the district to post a budget and begin fiscal related operations (requisitions, purchase orders, pay vendors, etc.)
    - i. Contingent on having the required minimum reserve for the current and two subsequent years
  - b. Disapprove (Fail) - zero dollars budgeted thus halting operations. County develops the budget at the district's expense.
3. File the budget with the Ventura County Office of Education



# KEY POINTS FOR ADOPTED BUDGET

- One-Time Funds Are Gradually Coming to an End
  - COVID Relief (ESSER and ELOG), Discretionary Block Grant, Learning Recovery Block Grant, Educator Effectiveness,
- Increasing Expenditures
  - 1.3% Step and Column movement
  - .37% increase to CalPERS
- Decreasing Revenues
  - Lower 1.07% COLA in 2024-25 than in previous years.
  - Declining enrollment and Funded ADA (3-year average)
- Deficit Spending and Reserves
  - Continued deficit spending in 2024-25 fiscal year and two subsequent years.
  - Reserves maintained at 10% for 2024-25 and 2025-26 fiscal years; but drops to 6.7% in 2026-27

## Enrollment, Actual and LCFF Funded ADA



	2021/22	2022/23	2023/24	2024/25*	2025/26*	2026/27*
Enrollment	14,380	13,883	13,400	13,058	12,600	12,171
Actual ADA	13,930.27	13,037.48	12,606.07	12,304.95	12,063.44	11,654.71
LCFF Funded ADA	15,222.14	14,784.17	14,057.67	13,188.35	12,649.26	12,324.83

# ENROLLMENT & ADA TRENDS

# ASSUMPTIONS/PLANNING FACTORS

		2024-25	2025-26	2026-27
Planning COLA		1.07%	2.93%	3.08%
CalSTRS Employer Rate		19.10%	19.10%	19.10%
CalPERS Employer Rate		27.05%	27.60%	28.00%
California Lottery – Unrestricted	Per ADA	\$177.00	\$177.00	\$177.00
California Lottery – Restricted	Per ADA	\$72.00	\$72.00	\$72.00
Mandate Block Grant	per ADA	\$38.21	\$39.33	\$40.54
Estimated Enrollment		13,058	12,600	12,172
Estimated ADA		12,274.52	12,033.01	11,624.28
Estimated Funded ADA		13,157.92	12,618.83	12,294.40
Step & Column Costs		1.30%	1.30%	1.30%
Reduction in staff to align with decline in enrollment			15 FTE	15 FTE

# MULTI YEAR PROJECTIONS



- **Result of mathematical calculations for future years based on the following:**
  - Industry standard economic assumptions
  - Decisions that have already been made
  - Locally calculated data point estimates



- Predictions or forecasts
- Crystal balls
- Measuring sticks for “wrongness”

## SUMMARY OF MULTI YEAR PROJECTIONS

	<b>2024-25 Adopted Budget</b>	<b>2025-26 Projections</b>	<b>2026-27 Projections</b>
Revenues	263,509,639	264,082,553	264,979,535
Expenditures	296,077,361	280,351,646	281,007,714
Net Increase/(Decrease) in Fund Balance	<b>(32,567,722)</b>	<b>(16,269,092)</b>	<b>(16,028,179)</b>
Beginning Fund Balance	118,262,376	117,662,036	104,675,942
Total Ending Fund Balance	117,662,036	85,694,654	69,425,562

## COMPONENTS OF ENDING FUND BALANCE

	<b>2024-25 Adopted Budget</b>	<b>2025-26 Projections</b>	<b>2026-27 Projections</b>
Reserve for Economic Uncertainty – Percentage	10.0%	10.0%	6.69%
Reserve for Economic Uncertainty – Dollar Amount	\$29,607,736	\$28,035,165	\$18,796,401
Non-Spendable	\$120,000	\$120,000	\$120,000
Legally Restricted	\$52,198,368	\$41,128,302	\$34,480,981
Committed Funds	\$3,768,550	\$142,095	0




## NEXT STEPS



**Governor Newsom signs the State Budget by July 1, 2024**



**July to August – Staff begins work on closing out the 2023-24 fiscal year. Unaudited Actuals presented to the board before September 15, 2024**



**First interim revision with updated student enrollment & staffing revisions based on State Budget – Presented to the board before December 15, 2024**

---

THANK YOU





# 2024-25 Adopted Budget



Board Meeting of  
June 26, 2024

*(Includes Estimated 2023-24 Financial Data)*

Prepared by:  
Valerie Mitchell, Assistant Superintendent,  
Business and Fiscal Services  
and  
Patty Núñez, Director of Fiscal Services

## Mission:

IGNITE • TRANSFORM • NURTURE • EMBRACE

- **IGNITE** students' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.
- **NURTURE** caring communities that develop students' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

## Vision:

Changing the World!

Inspired, Accomplished, Multilingual Global Citizens - In School and Beyond  
In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

June 26, 2024

Members of the Board of Trustees:

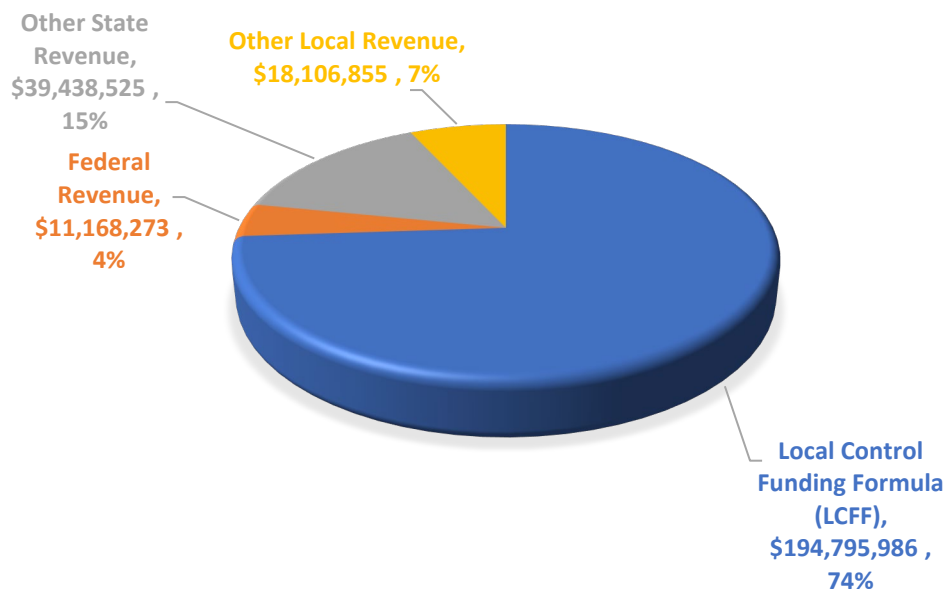
Attached for your review and approval, please find the Oxnard School District's 2024-25 Adopted Budget which projects the district's financial condition for the rest of 2023-24 and the upcoming school year, 2024-25, as required by Education Code Section 42127. The Adopted Budget meets these conditions:

- Developed using state-adopted Criteria and Standards, incorporating expenditures for the Local Control and Accountability Plan (LCAP).
- Adopted after a public hearing by the governing board, per Education Code Sections 33129, 42127, 52060, 52061, and 52062.
- Complies with Education Code Section 42127 regarding the ending fund balance.

### **General Fund Revenue Components**

The district receives funding for its general operations from various sources. A breakdown of the major funding sources is illustrated below:

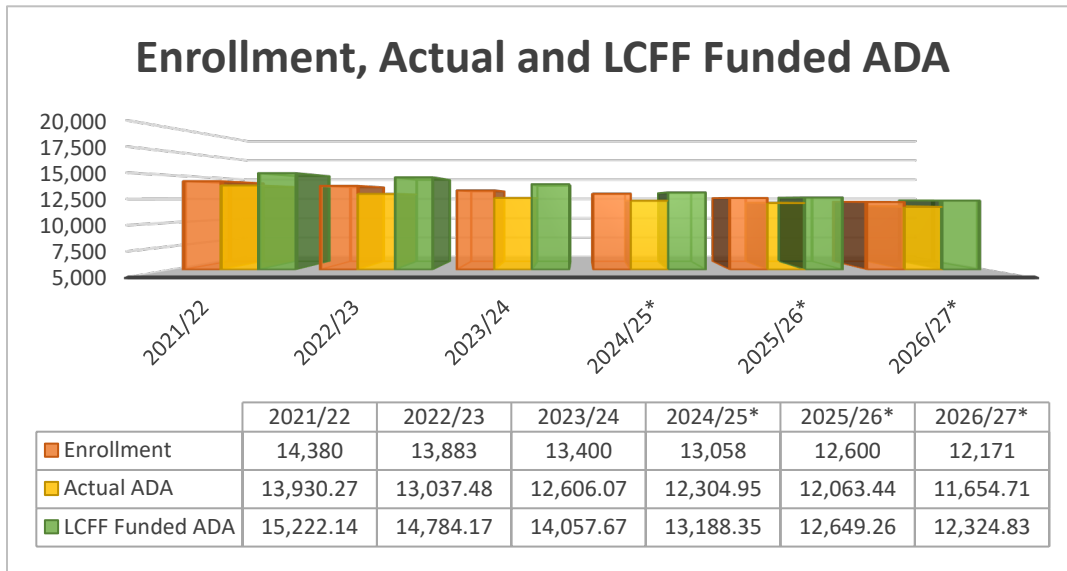
Local Control Funding Formula (LCFF)	\$ 194,795,986
Federal Revenue	\$ 11,168,273
Other State Revenue	\$ 39,438,525
Other Local Revenue	\$ 18,106,855
<b>Total</b>	<b>\$ 263,509,639</b>



### Enrollment & Attendance:

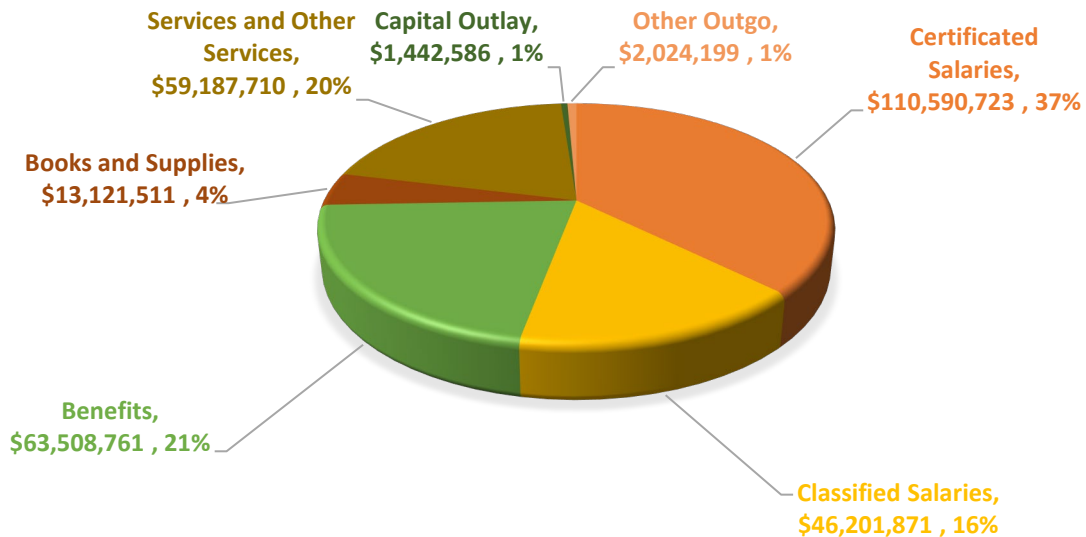
The district's main revenue source depends on student enrollment and attendance in the LCFF. Enrollment dropped from 13,883 in 2022-23 to 13,400 in 2023-24 and is expected to fall by another 886 students by 2026-27. Due to lower attendance over the past three years, our district's Funded ADA has decreased.

The following chart shows past and projected enrollment figures, actual average attendance, and funded ADA.



### Operating Expenditure Components

The General Fund supports the majority of district functions. Salaries and benefits represent about 74% of the General Fund budget, indicating their significant share in expenditures.



### General Fund Projected 2024-25 Ending Fund Balance

Oxnard School District adheres to AB 1200 guidelines, which require a minimum reserve level based on district size. Statutorily, Oxnard's requirement is 3%, equivalent to less than two weeks of payroll. However, under revised board policy 3100, the district aims for a broader range of 6.0% to 10.0% in minimum reserves.

In the new fiscal year ending June 30, 2025, the district will maintain a reserve of 10% for economic uncertainty to ensure flexibility and continuity in serving the Oxnard School Districts students, families, and community.

The 2024-25 General Fund projected ending fund balance is \$85,694,564

<b>2024-25 Components of Ending Fund Balance</b>	
Designated for Economic Uncertainty (10%)	\$ 29,607,736
Revolving Cash	\$ 120,000
Committed:	
Student Transportation Bus Replace	\$ 1,000,000
Technology Device Refresh	\$ 1,000,000
Instructional Materials Adoptions	\$ 1,000,000
Building Maintenance One-time Funds	\$ 768,550
Legally Restricted Funds	\$ 52,198,368
<b>Total: \$ 85,694,654</b>	

### Multi-Year Projections

The multi-year projection fulfills AB 1200 requirements and offers the public a snapshot of our district's financial health at a specific point in time. As new information arises and spending plans adjust, both the budget and the projection are updated accordingly.

The district develops the multi-year projection in accordance with the planning factors recommended by Schools Services of California (SSC) Dartboard, Fiscal Crisis Management Assistance Team (FCMAT), and the Common Message created by California County Superintendents, Business & Administration Services Committee (BASC).

Planning Factors				
Factor		2024-25	2025-26	2026-27
Statutory COLA		1.07%	2.93%	3.08%
California Lottery	Unrestricted per ADA	\$177	\$177	\$177
	Restricted per ADA	\$72	\$72	\$72
Mandated Block Grant	Per ADA	\$38.21	\$39.33	\$40.54
CalSTRS Employer Rate		19.10%	19.10%	19.10%
CalPERS Employer Rate		27.05%	27.60%	28.00%
Minimum Wage		\$16.50	\$17.00	\$17.40

In addition to the above planning factors, the district must consider local factors that impact the budget and future projections. The following local assumptions were used to prepare Oxnard Multi-Year Projections.

Local Assumptions			
Planning Factor	2024-25	2025-26	2026-27
Estimated Enrollment	13,058	12,600	12,172
Estimated ADA (average daily attendance)	12,274.52	12,033.01	11,624.28
Estimated Funded ADA (average daily attendance)	13,157.92	12,618.83	12,294.40
Step & Column Costs	1.30%	1.30%	1.30%
Reduction in staff to align with decline in enrollment		15 FTE	15 FTE

The Multi-Year Projection (MYP) for the 2024-25 Adopted Budget reflects that the district will be able to maintain 10% in Reserve for Economic Uncertainties through 2025-26.

	2024-25	2025-26	2026-27
Revenues	263,509,639	264,082,553	264,979,535
Expenditures	296,077,361	280,351,646	281,007,714
Deficit Spending	(32,567,722)	(16,269,092)	(16,028,179)
Beginning Fund Balance	118,262,376	117,662,036	104,675,942
Ending Fund Balance	117,662,036	85,694,654	69,425,562
<i>Components of Ending Fund Balance</i>			
Reserve for Economic Uncertainty %	10%	10%	6.7%
Reserve for Economic Uncertainty	29,607,736	28,035,165	18,796,401
Non-Spendable	120,000	120,000	120,000
Assignments	3,768,550	142,000	0
Legally Restricted	52,198,368	41,128,302	34,480,981
Unappropriated	0	0	0

## Closing

School districts across California are grappling with numerous challenges, including economic uncertainties, declining student enrollment, soaring living costs, and the depletion of one-time state funds. Twelve counties in the state are projected to lose 10,000 or more students between 2022-23 and 2031-32, according to the California Department of Finance and the California Department of Education. Ventura County, in particular, is expected to experience the most significant decline, with a projected 20% decrease in K-12 enrollment by 2030-31, as reported by the Public Policy Institute of California.

As we look ahead to the next fiscal year and beyond, it is imperative that we navigate these obstacles with careful expenditure management and a vigorous pursuit of new revenue streams. This proactive approach is essential to differentiate between planned deficit spending of one-time funds and deficit spending due to mismanaging expenditures, thereby preventing financial imbalances from escalating in the coming years. By adopting strategic financial planning and fostering innovative funding solutions, we can work towards ensuring the long-term financial health and stability of our school districts.

For the Oxnard School District to maintain financial health, it will require a concerted and unified effort from staff at all levels. The collective commitment and innovative solutions from our dedicated team are paramount to ensuring a stable and prosperous future for our district. We must harness the creativity and resourcefulness of our educators, administrators, and support staff to identify and implement cost-effective measures and innovative funding opportunities.

Maintaining financial stability for the Oxnard School District is not merely a task but a shared mission, deeply embedded in the goals and actions of the Oxnard Empowers Strategic Plan. This plan reflects our district's vision, determination, and steadfast commitment to the well-being of our students and the broader community. Together, we can build a robust foundation for the future of education in Oxnard, ensuring that every student has the opportunity to succeed and excel. By working collaboratively, we can create a resilient educational environment that not only withstands economic challenges but also thrives in the face of adversity.

I would like to extend my heartfelt gratitude to Ms. Patricia Nunez, Director of Fiscal Services, and all the dedicated staff in Fiscal Services for their collective hard work and commitment to developing our 2024-25 Adopted Budget. Their expertise and collaborative spirit are truly appreciated, and I am thankful for their invaluable contributions to our fiscal planning process.

Respectfully submitted,



Valerie Mitchell

Assistant Superintendent, Business & Fiscal Services

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ANNUAL BUDGET REPORT:

July 1, 2024 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: Oxnard School District, 1051 South A Street, Oxnard CA 93030

Date: June 5, 2024

Adoption Date: June 26, 2024

Signed: \_\_\_\_\_

Clerk/Secretary of the Governing Board

(Original signature required)

Public Hearing:

Place: Oxnard School District, 1051  
South A Street, Oxnard CA  
93030

Date: June 5, 2024

Time: 07:00 PM

Contact person for additional information on the budget reports:

Name: Patricia Núñez

Title: Director of Fiscal Services

Telephone: 805-385-1501 x2455

E-mail: pnunez@oxnardsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Projected (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9a	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?		X
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2023-24) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?	X n/a n/a n/a	
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X X X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year? • Adoption date of the LCAP or an update to the LCAP:		X
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	06/26/2024	X
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	_____
Less: Amount of total liabilities reserved in budget:	\$	_____
Estimated accrued but unfunded liabilities:	\$	_____ 0.00

This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

This school district is not self-insured for workers' compensation claims.

Signed

\_\_\_\_\_  
Clerk/Secretary of the Governing Board

(Original signature required)

Date of Meeting: June 26, 2024

For additional information on this certification, please contact:

Name: Norma Magaña  
Title: Risk Manager  
Telephone: 805-385-1501 x2443  
E-mail: nmagana@oxnardsd.org

G = General  
Ledger Data; S =  
Supplemental  
Data

Data Supplied For:			
Form	Description	2023-24 Estimated Actuals	2024-25 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund	G	G
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		

51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		S
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	G	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		G
DEBT	Schedule of Long-Term Liabilities		
ESMOE	Every Student Succeeds Act Maintenance of Effort	G	
ICR	Indirect Cost Rate Worksheet	G	
L	Lottery Report	G	

MYP	Multiyear Projections - General Fund		GS
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

Oxnard (72538) - 2024 25 Adopted Budget		5/16/2024			
	2023-24	2024-25	2025-26	2026-27	
<b>General Assumptions</b>					
COLA & Augmentation	8.22%	1.07%	2.93%	3.08%	
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	
Student Assumptions:					
Enrollment Count	13,435	13,093	12,635	12,207	
Unduplicated Pupil Count (UPC)	12,246	11,987	11,568	11,176	
Unduplicated Pupil Percentage (UPP)	90.98%	91.33%	91.41%	91.55%	
Current Year LCFF Average Daily Attendance (ADA)	12,606.07	12,304.95	12,063.44	11,654.71	
Funded LCFF ADA	14,057.67	13,188.35	12,649.26	12,324.83	
LCFF ADA Funding Method	3-PY Average	3-PY Average	3-PY Average	3-PY Average	
<b>LCFF Entitlement Summary</b>					
Base Grant	\$141,636,462	\$134,310,747	\$132,602,418	\$133,210,411	
Grade Span Adjustment	6,153,971	5,814,214	5,758,974	5,713,121	
<i>Adjusted Base Grant</i>	\$147,790,433	\$140,124,961	\$138,361,392	\$138,923,532	
Supplemental Grant	26,891,948	25,595,225	25,295,229	25,436,899	
Concentration Grant	34,563,748	33,089,808	32,745,299	33,004,757	
<b>Total Base, Supplemental and Concentration Grant</b>	\$209,246,129	\$198,809,994	\$196,401,920	\$197,365,188	
Allowance: Necessary Small School	-	-	-	-	
Add-on: Targeted Instructional Improvement Block Grant	500,077	500,077	500,077	500,077	
Add-on: Home-to-School Transportation	1,308,805	1,322,809	1,361,567	1,403,503	
Add-on: Small School District Bus Replacement Program	-	-	-	-	
Add-on: Economic Recovery Target	-	-	-	-	
Add-on: Transitional Kindergarten	1,129,202	1,163,106	1,167,451	1,163,058	
<b>Total Allowance and Add-On Amounts</b>	\$2,938,084	\$2,985,992	\$3,029,095	\$3,066,638	
<b>Total LCFF Entitlement Before Adjustments</b> (excludes Additional State Aid)	<b>\$212,184,213</b>	<b>\$201,795,986</b>	<b>\$199,431,015</b>	<b>\$200,431,826</b>	
Miscellaneous Adjustments	-	-	-	-	
<b>Total LCFF Entitlement</b> (excludes Additional State Aid)	<b>\$ 212,184,213</b>	<b>\$ 201,795,986</b>	<b>\$ 199,431,015</b>	<b>\$ 200,431,826</b>	
LCFF Entitlement Per ADA (excludes Categorical MSA)	\$ 15,094	\$ 15,301	\$ 15,766	\$ 16,262	
Additional State Aid	-	-	-	-	
Total LCFF Entitlement with Additional State Aid	212,184,213	201,795,986	199,431,015	200,431,826	

Oxnard (72538) - 2024 25 Adopted Budget		5/16/2024			
	2023-24	2024-25	2025-26	2026-27	
<b>LCFF Sources Summary</b>					
<b>Funding Source Summary</b>					
Local Revenue (net of In-Lieu of Property Taxes)	\$ 31,518,784	\$ 31,518,784	\$ 31,518,784	\$ 31,518,784	
Education Protection Account Entitlement (includes \$200/minimum per ADA)	\$ 46,584,802	\$ 44,171,651	\$ 43,607,396	\$ 43,797,583	
Net State Aid (excludes Additional State Aid)	\$ 134,080,627	\$ 126,105,551	\$ 124,304,835	\$ 125,115,459	
Additional State Aid	\$ -	\$ -	\$ -	\$ -	
<b>Total Funding Sources</b>	<b>\$ 212,184,213</b>	<b>\$ 201,795,986</b>	<b>\$ 199,431,015</b>	<b>\$ 200,431,826</b>	
<b>Funding Source by Resource-Object</b>					
State Aid (Resource Code 0000, Object Code 8011)	\$ 134,080,627	\$ 126,105,551	\$ 124,304,835	\$ 125,115,459	
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	\$ 46,584,802	\$ 44,171,651	\$ 43,607,396	\$ 43,797,583	
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	\$ 93,153	\$ -	\$ -	\$ -	
Property Taxes (Object 8021 to 8089)	\$ 31,518,784	\$ 31,518,784	\$ 31,518,784	\$ 31,518,784	
In-Lieu of Property Taxes (Object Code 8096)	-	-	-	-	
<b>Entitlement and Source Reconciliation</b>					
Basic Aid/Excess Tax District Status	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	
Total LCFF Entitlement	\$ 212,184,213	\$ 201,795,986	\$ 199,431,015	\$ 200,431,826	
Additional State Aid	\$ -	\$ -	\$ -	\$ -	
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	\$ -	\$ -	\$ -	\$ -	
Excess Taxes before Minimum State Aid	\$ -	\$ -	\$ -	\$ -	
Total Funding Sources	\$ 212,184,213	\$ 201,795,986	\$ 199,431,015	\$ 200,431,826	
<b>LCAP Percentage to Increase or Improve Services Calculation</b>					
Base Grant (Excludes add-ons for TIIG & Transportation)	\$ 148,919,635	\$ 141,288,067	\$ 139,528,843	\$ 140,086,590	
Supplemental and Concentration Grant funding in the LCAP year	\$ 61,455,696	\$ 58,685,033	\$ 58,040,528	\$ 58,441,656	
Projected Additional 15% Concentration Grant funding in the LCAP year	\$ 7,976,248	\$ 7,636,108	\$ 7,556,607	\$ 7,616,482	
Percentage to Increase or Improve Services	41.27%	41.54%	41.60%	41.72%	



Oxnard (72538) - 2024 25 Adopted Budget		5/16/2024			
	2023-24	2024-25	2025-26	2026-27	
<b>PER-ADA FUNDING LEVELS</b>					
<b>Base, Supplemental and Concentration Rate per ADA</b>					
Grades TK-3	\$ 15,504.75	\$ 15,703.33	\$ 16,170.77	\$ 16,682.99	
Grades 4-6	\$ 14,255.99	\$ 14,439.18	\$ 14,869.11	\$ 15,340.45	
Grades 7-8	\$ 14,677.91	\$ 14,866.24	\$ 15,309.15	\$ 15,793.64	
Grades 9-12	\$ 17,452.94	\$ 17,678.31	\$ 18,204.90	\$ 18,781.32	
<b>Base Grants</b>					
Grades TK-3	\$ 9,919	\$ 10,025	\$ 10,319	\$ 10,637	
Grades 4-6	\$ 10,069	\$ 10,177	\$ 10,475	\$ 10,798	
Grades 7-8	\$ 10,367	\$ 10,478	\$ 10,785	\$ 11,117	
Grades 9-12	\$ 12,015	\$ 12,144	\$ 12,500	\$ 12,885	
<b>Grade Span Adjustment</b>					
Grades TK-3	\$ 1,032	\$ 1,043	\$ 1,073	\$ 1,106	
Grades 9-12	\$ 312	\$ 316	\$ 325	\$ 335	
<b>Supplemental Grant</b>					
	20%	20%	20%	20%	
<b>Maximum - 1.00 ADA, 100% UPP</b>					
Grades TK-3	\$ 2,190	\$ 2,214	\$ 2,278	\$ 2,349	
Grades 4-6	\$ 2,014	\$ 2,035	\$ 2,095	\$ 2,160	
Grades 7-8	\$ 2,073	\$ 2,096	\$ 2,157	\$ 2,223	
Grades 9-12	\$ 2,465	\$ 2,492	\$ 2,565	\$ 2,644	
<b>Actual - 1.00 ADA, Local UPP as follows:</b>					
	90.98%	91.33%	91.41%	91.55%	
Grades TK-3	\$ 1,993	\$ 2,022	\$ 2,083	\$ 2,150	
Grades 4-6	\$ 1,832	\$ 1,859	\$ 1,915	\$ 1,977	
Grades 7-8	\$ 1,886	\$ 1,914	\$ 1,972	\$ 2,036	
Grades 9-12	\$ 2,243	\$ 2,276	\$ 2,345	\$ 2,421	
<b>Concentration Grant (&gt;55% population)</b>					
	65%	65%	65%	65%	
<b>Maximum - 1.00 ADA, 100% UPP</b>					
Grades TK-3	\$ 7,118	\$ 7,194	\$ 7,405	\$ 7,633	
Grades 4-6	\$ 6,545	\$ 6,615	\$ 6,809	\$ 7,019	
Grades 7-8	\$ 6,739	\$ 6,811	\$ 7,010	\$ 7,226	
Grades 9-12	\$ 8,013	\$ 8,099	\$ 8,336	\$ 8,593	
<b>Actual - 1.00 ADA, Local UPP &gt;55% as follows:</b>					
	35.9800%	36.3300%	36.4100%	36.5500%	
Grades TK-3	\$ 2,561	\$ 2,614	\$ 2,696	\$ 2,790	
Grades 4-6	\$ 2,355	\$ 2,403	\$ 2,479	\$ 2,565	
Grades 7-8	\$ 2,425	\$ 2,474	\$ 2,552	\$ 2,641	
Grades 9-12	\$ 2,883	\$ 2,942	\$ 3,035	\$ 3,141	

Description	2023-24 Estimated Actuals			2024-25 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	12,575.64	12,575.64	14,027.24	12,274.52	12,274.52	13,157.92
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	12,575.64	12,575.64	14,027.24	12,274.52	12,274.52	13,157.92
<b>5. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	30.43	30.43	30.43	30.43	30.43	30.43
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	30.43	30.43	30.43	30.43	30.43	30.43
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	12,606.07	12,606.07	14,057.67	12,304.95	12,304.95	13,188.35
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF:		JUNE								
A. BEGINNING CASH			140,902,218.00	136,742,654.18	119,673,153.76	115,625,444.78	106,628,625.77	96,973,186.36	112,242,397.13	105,076,806.94
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		6,305,277.55	6,305,277.55	22,392,412.34	11,349,499.59	11,349,499.59	22,392,412.34	11,349,499.59	11,349,499.59
Property Taxes	8020-8079							15,759,392.00		
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299				99,093.30	1,738,228.70	99,093.30	99,093.30	1,799,282.30	99,093.30
Other State Revenue	8300-8599		1,588,477.20	1,588,477.20	1,630,976.48	2,859,258.96	3,339,773.96	3,676,887.46	2,859,258.96	2,859,258.96
Other Local Revenue	8600-8799		838,634.22	838,634.22	1,833,481.78	1,429,354.46	1,429,354.46	1,979,354.46	1,429,354.46	1,429,354.46
Interfund Transfers In	8900-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			8,732,388.97	8,732,388.97	25,955,963.90	17,376,341.71	16,217,721.31	43,907,139.56	17,437,395.31	15,737,206.31
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		1,105,907.23	9,953,165.07	9,400,211.46	9,400,211.46	9,400,211.46	12,164,979.53	9,400,211.46	9,400,211.46
Classified Salaries	2000-2999		2,310,093.55	3,927,159.04	3,927,159.04	3,927,159.04	3,927,159.04	3,927,159.04	3,927,159.04	3,927,159.04
Employee Benefits	3000-3999		1,270,175.22	5,715,788.49	5,715,788.49	6,350,876.10	6,350,876.10	6,350,876.10	5,080,700.88	5,080,700.88
Books and Supplies	4000-4999		656,075.55	656,075.55	1,968,226.65	1,049,720.88	1,049,720.88	1,049,720.88	1,049,720.88	1,049,720.88
Services	5000-5999		4,930,336.24	4,930,336.24	4,930,336.24	4,930,336.24	4,930,336.24	4,930,336.24	4,930,336.24	4,930,336.24
Capital Outlay	6000-6999				1,442,586.00					
Other Outgo	7000-7499		119,365.00	119,365.00	119,365.00	214,857.00	214,857.00	214,857.00	214,857.00	214,857.00
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			10,391,952.79	25,301,889.39	27,503,672.88	25,873,160.72	25,873,160.72	28,637,928.79	24,602,985.50	24,602,985.50
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299									
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599	6,000,000.00	2,500,000.00	500,000.00	2,500,000.00	500,000.00				
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL			6,000,000.00	2,500,000.00	500,000.00	2,500,000.00	500,000.00	0.00	0.00	0.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS			(6,000,000.00)	(2,500,000.00)	(500,000.00)	(2,500,000.00)	(500,000.00)	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			(4,159,563.82)	(17,069,500.42)	(4,047,708.98)	(8,996,819.01)	(9,655,439.41)	15,269,210.77	(7,165,590.19)	(8,865,779.19)

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
F. ENDING CASH (A + E)			136,742,654.18	119,673,153.76	115,625,444.78	106,628,625.77	96,973,186.36	112,242,397.13	105,076,806.94	96,211,027.75
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF:		JUNE							
A. BEGINNING CASH		96,211,027.75	102,007,325.18	103,366,514.06	94,205,068.34				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	22,392,412.34	11,349,499.59	11,349,499.59	22,392,412.34	0.00		170,277,202.00	170,277,202.00
Property Taxes	8020-8079		15,759,392.00					31,518,784.00	31,518,784.00
Miscellaneous Funds	8080-8099		(7,000,000.00)					(7,000,000.00)	(7,000,000.00)
Federal Revenue	8100-8299	99,093.30	1,860,335.90	99,093.30	99,093.30	5,076,773.00		11,168,273.00	11,168,273.00
Other State Revenue	8300-8599	5,934,454.66	2,539,624.26	2,539,624.26	3,357,252.76	4,665,199.88		39,438,525.00	39,438,525.00
Other Local Revenue	8600-8799	1,973,322.63	1,453,322.63	1,453,322.63	1,973,410.63	45,953.96		18,106,855.00	18,106,855.00
Interfund Transfers In	8900-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		30,399,282.93	25,962,174.38	15,441,539.78	27,822,169.03	9,787,926.84	0.00	263,509,639.00	263,509,639.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	9,400,211.46	9,400,211.46	9,400,211.46	12,164,979.49	0.00		110,590,723.00	110,590,723.00
Classified Salaries	2000-2999	3,927,159.04	3,927,159.04	3,927,159.04	4,620,187.05			46,201,871.00	46,201,871.00
Employee Benefits	3000-3999	5,080,700.88	5,080,700.88	5,080,700.88	6,350,876.10			63,508,761.00	63,508,761.00
Books and Supplies	4000-4999	1,049,720.88	1,049,720.88	1,049,720.88	1,443,366.21			13,121,511.00	13,121,511.00
Services	5000-5999	4,930,336.24	4,930,336.24	4,930,336.24	4,954,011.36			59,187,710.00	59,187,710.00
Capital Outlay	6000-6999							1,442,586.00	1,442,586.00
Other Outgo	7000-7499	214,857.00	214,857.00	214,857.00	310,349.00	(363,101.00)		2,024,199.00	2,024,199.00
Interfund Transfers Out	7600-7629							0.00	0.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		24,602,985.50	24,602,985.50	24,602,985.50	29,843,769.21	(363,101.00)	0.00	296,077,361.00	296,077,361.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299							0.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599							6,000,000.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	6,000,000.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	(6,000,000.00)	
E. NET INCREASE/DECREASE (B - C + D)		5,796,297.43	1,359,188.88	(9,161,445.72)	(2,021,600.18)	10,151,027.84	0.00	(38,567,722.00)	(32,567,722.00)
F. ENDING CASH (A + E)		102,007,325.18	103,366,514.06	94,205,068.34	92,183,468.16				

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								102,334,496.00	

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	208,277,366.00	0.00	208,277,366.00	194,795,986.00	0.00	194,795,986.00	-6.5%
2) Federal Revenue		8100-8299	0.00	22,038,962.00	22,038,962.00	0.00	11,168,273.00	11,168,273.00	-49.3%
3) Other State Revenue		8300-8599	5,089,260.00	40,913,529.00	46,002,789.00	4,805,248.00	34,633,277.00	39,438,525.00	-14.3%
4) Other Local Revenue		8600-8799	4,863,893.00	18,628,996.00	23,492,889.00	3,338,849.00	14,768,006.00	18,106,855.00	-22.9%
5) TOTAL, REVENUES			218,230,519.00	81,581,487.00	299,812,006.00	202,940,083.00	60,569,556.00	263,509,639.00	-12.1%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	88,045,655.00	29,296,520.00	117,342,175.00	87,842,823.00	22,747,900.00	110,590,723.00	-5.8%
2) Classified Salaries		2000-2999	26,481,571.00	20,606,917.00	47,088,488.00	32,957,416.00	13,244,455.00	46,201,871.00	-1.9%
3) Employee Benefits		3000-3999	44,098,122.00	19,004,113.00	63,102,235.00	47,416,356.00	16,092,405.00	63,508,761.00	0.6%
4) Books and Supplies		4000-4999	8,543,119.00	9,140,625.00	17,683,744.00	5,698,695.00	7,422,816.00	13,121,511.00	-25.8%
5) Services and Other Operating Expenditures		5000-5999	24,491,455.00	49,086,286.00	73,577,741.00	25,025,048.00	34,162,662.00	59,187,710.00	-19.6%
6) Capital Outlay		6000-6999	173,937.00	1,727,600.00	1,901,537.00	857,586.00	585,000.00	1,442,586.00	-24.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	500,000.00	1,887,300.00	2,387,300.00	500,000.00	1,887,300.00	2,387,300.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,519,879.00)	3,182,346.00	(337,533.00)	(2,131,252.00)	1,768,151.00	(363,101.00)	7.6%
9) TOTAL, EXPENDITURES			188,813,980.00	133,931,707.00	322,745,687.00	198,166,672.00	97,910,689.00	296,077,361.00	-8.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			29,416,539.00	(52,350,220.00)	(22,933,681.00)	4,773,411.00	(37,341,133.00)	(32,567,722.00)	42.0%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(44,146,894.00)	44,146,894.00	0.00	(29,879,311.00)	29,879,311.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(44,146,894.00)	44,146,894.00	0.00	(29,879,311.00)	29,879,311.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>									
			(14,730,355.00)	(8,203,326.00)	(22,933,681.00)	(25,105,900.00)	(7,461,822.00)	(32,567,722.00)	42.0%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	73,332,541.00	71,352,958.00	144,685,499.00	58,602,186.00	59,660,190.00	118,262,376.00	-18.3%
b) Audit Adjustments		9793	0.00	(3,489,442.00)	(3,489,442.00)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			73,332,541.00	67,863,516.00	141,196,057.00	58,602,186.00	59,660,190.00	118,262,376.00	-16.2%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			73,332,541.00	67,863,516.00	141,196,057.00	58,602,186.00	59,660,190.00	118,262,376.00	-16.2%
2) Ending Balance, June 30 (E + F1e)			58,602,186.00	59,660,190.00	118,262,376.00	33,496,286.00	52,198,368.00	85,694,654.00	-27.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	120,000.00	0.00	120,000.00	120,000.00	0.00	120,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	59,660,190.00	59,660,190.00	0.00	52,198,368.00	52,198,368.00	-12.5%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	3,768,550.00	0.00	3,768,550.00	New
Student Transportation Bus Replace	0000	9760			0.00	1,000,000.00		1,000,000.00	
Technology Device Refresh	0000	9760			0.00	1,000,000.00		1,000,000.00	
Instructional Materials Adoptions	0000	9760			0.00	1,000,000.00		1,000,000.00	
Building Maintenance One-time Funds	0000	9760			0.00	768,550.00		768,550.00	
d) Assigned									
Other Assignments		9780	26,207,617.00	0.00	26,207,617.00	0.00	0.00	0.00	-100.0%
Student Transportation Bus Replace	0000	9780	1,000,000.00		1,000,000.00			0.00	
Technology Device Refresh	0000	9780	3,000,000.00		3,000,000.00			0.00	
Instructional Materials Adoptions	0000	9780	2,000,000.00		2,000,000.00			0.00	
Building Maintenance One-time Funds	0000	9780	1,564,000.00		1,564,000.00			0.00	
Financial Stability Reserve	0000	9780	18,643,617.00		18,643,617.00			0.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	32,274,569.00	0.00	32,274,569.00	29,607,736.00	0.00	29,607,736.00	-8.3%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			0.00	0.00	0.00				
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
<b>I. LIABILITIES</b>									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
<b>J. DEFERRED INFLOWS OF RESOURCES</b>									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
<b>K. FUND EQUITY</b>									
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00	0.00	0.00				
<b>LCFF SOURCES</b>									
Principal Apportionment									
State Aid - Current Year		8011	134,080,627.00	0.00	134,080,627.00	126,105,551.00	0.00	126,105,551.00	-5.9%
Education Protection Account State Aid - Current Year		8012	46,584,802.00	0.00	46,584,802.00	44,171,651.00	0.00	44,171,651.00	-5.2%
State Aid - Prior Years		8019	93,153.00	0.00	93,153.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	160,902.00	0.00	160,902.00	160,902.00	0.00	160,902.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	27,337,753.00	0.00	27,337,753.00	27,337,753.00	0.00	27,337,753.00	0.0%
Unsecured Roll Taxes		8042	579,277.00	0.00	579,277.00	579,277.00	0.00	579,277.00	0.0%
Prior Years' Taxes		8043	95,597.00	0.00	95,597.00	95,597.00	0.00	95,597.00	0.0%
Supplemental Taxes		8044	785,442.00	0.00	785,442.00	785,442.00	0.00	785,442.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	1,327,274.00	0.00	1,327,274.00	1,327,274.00	0.00	1,327,274.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,232,539.00	0.00	1,232,539.00	1,232,539.00	0.00	1,232,539.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF SOURCES			212,277,366.00	0.00	212,277,366.00	201,795,986.00	0.00	201,795,986.00	-4.9%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(4,000,000.00)	0.00	(4,000,000.00)	(7,000,000.00)	0.00	(7,000,000.00)	75.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			208,277,366.00	0.00	208,277,366.00	194,795,986.00	0.00	194,795,986.00	-6.5%
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	3,447,678.00	3,447,678.00	0.00	3,172,505.00	3,172,505.00	-8.0%
Special Education Discretionary Grants		8182	0.00	553,029.00	553,029.00	0.00	166,674.00	166,674.00	-69.9%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		5,822,544.00	5,822,544.00		4,340,797.00	4,340,797.00	-25.4%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		562,783.00	562,783.00		474,317.00	474,317.00	-15.7%
Title III, Immigrant Student Program	4201	8290		42,434.00	42,434.00		37,405.00	37,405.00	-11.9%
Title III, English Learner Program	4203	8290		1,538,337.00	1,538,337.00		1,221,072.00	1,221,072.00	-20.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		1,133,261.00	1,133,261.00		764,570.00	764,570.00	-32.5%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	8,938,896.00	8,938,896.00	0.00	990,933.00	990,933.00	-88.9%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	22,038,962.00	22,038,962.00	0.00	11,168,273.00	11,168,273.00	-49.3%
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	440,647.00	440,647.00	0.00	438,849.00	438,849.00	-0.4%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	494,115.00	0.00	494,115.00	480,515.00	0.00	480,515.00	-2.8%
Lottery - Unrestricted and Instructional Materials		8560	2,411,094.00	980,784.00	3,391,878.00	2,324,733.00	945,781.00	3,270,514.00	-3.6%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions	8575	8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes	8576	8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		3,681,717.00	3,681,717.00		3,681,717.00	3,681,717.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,184,051.00	35,810,381.00	37,994,432.00	2,000,000.00	29,566,930.00	31,566,930.00	-16.9%
<b>TOTAL, OTHER STATE REVENUE</b>			5,089,260.00	40,913,529.00	46,002,789.00	4,805,248.00	34,633,277.00	39,438,525.00	-14.3%
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	95,000.00	90,000.00	185,000.00	95,000.00	0.00	95,000.00	-48.6%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	220,000.00	0.00	220,000.00	220,000.00	0.00	220,000.00	0.0%
Interest		8660	2,689,402.00	0.00	2,689,402.00	2,000,000.00	0.00	2,000,000.00	-25.6%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Fees and Contracts</b>									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Local Revenue</b>									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,859,491.00	6,167,807.00	8,027,298.00	1,023,849.00	2,396,817.00	3,420,666.00	-57.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Transfers of Apportionments</b>									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		12,371,189.00	12,371,189.00		12,371,189.00	12,371,189.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			4,863,893.00	18,628,996.00	23,492,889.00	3,338,849.00	14,768,006.00	18,106,855.00	-22.9%
<b>TOTAL, REVENUES</b>			218,230,519.00	81,581,487.00	299,812,006.00	202,940,083.00	60,569,556.00	263,509,639.00	-12.1%
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	65,010,341.00	21,791,473.00	86,801,814.00	65,106,613.00	16,849,881.00	81,956,494.00	-5.6%
Certificated Pupil Support Salaries		1200	13,978,132.00	3,222,488.00	17,200,620.00	14,018,139.00	1,820,529.00	15,838,668.00	-7.9%
Certificated Supervisors' and Administrators' Salaries		1300	7,625,360.00	2,298,549.00	9,923,909.00	7,420,027.00	2,126,446.00	9,546,473.00	-3.8%
Other Certificated Salaries		1900	1,431,822.00	1,984,010.00	3,415,832.00	1,298,044.00	1,951,044.00	3,249,088.00	-4.9%
<b>TOTAL, CERTIFICATED SALARIES</b>			88,045,655.00	29,296,520.00	117,342,175.00	87,842,823.00	22,747,900.00	110,590,723.00	-5.8%
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	1,398,342.00	10,241,324.00	11,639,666.00	8,087,970.00	3,878,375.00	11,966,345.00	2.8%
Classified Support Salaries		2200	5,913,042.00	5,778,319.00	11,691,361.00	5,726,734.00	5,423,559.00	11,150,293.00	-4.6%
Classified Supervisors' and Administrators' Salaries		2300	1,874,452.00	759,626.00	2,634,078.00	2,001,603.00	717,137.00	2,718,740.00	3.2%
Clerical, Technical and Office Salaries		2400	11,025,675.00	3,182,810.00	14,208,485.00	11,173,345.00	2,327,459.00	13,500,804.00	-5.0%
Other Classified Salaries		2900	6,270,060.00	644,838.00	6,914,898.00	5,967,764.00	897,925.00	6,865,689.00	-0.7%
<b>TOTAL, CLASSIFIED SALARIES</b>			26,481,571.00	20,606,917.00	47,088,488.00	32,957,416.00	13,244,455.00	46,201,871.00	-1.9%
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	15,872,932.00	5,041,833.00	20,914,765.00	15,948,669.00	4,085,320.00	20,033,989.00	-4.2%
PERS		3201-3202	7,714,263.00	5,608,045.00	13,322,308.00	9,725,709.00	3,924,501.00	13,650,210.00	2.5%
OASDI/Medicare/Alternative		3301-3302	3,390,036.00	2,034,459.00	5,424,495.00	3,862,673.00	1,364,551.00	5,227,224.00	-3.6%
Health and Welfare Benefits		3401-3402	12,069,189.00	4,442,292.00	16,511,481.00	11,565,571.00	4,929,194.00	16,494,765.00	-0.1%
Unemployment Insurance		3501-3502	55,530.00	25,517.00	81,047.00	59,041.00	17,441.00	76,482.00	-5.6%
Workers' Compensation		3601-3602	2,124,657.00	930,127.00	3,054,784.00	2,245,702.00	667,547.00	2,913,249.00	-4.6%
OPEB, Allocated		3701-3702	2,871,515.00	921,828.00	3,793,343.00	2,900,482.00	1,103,851.00	4,004,333.00	5.6%
OPEB, Active Employees		3751-3752	0.00	12.00	12.00	0.00	0.00	0.00	-100.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	1,108,509.00	0.00	1,108,509.00	New
<b>TOTAL, EMPLOYEE BENEFITS</b>			44,098,122.00	19,004,113.00	63,102,235.00	47,416,356.00	16,092,405.00	63,508,761.00	0.6%
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	1,700,000.00	600,000.00	2,300,000.00	1,700,000.00	600,000.00	2,300,000.00	0.0%
Books and Other Reference Materials		4200	632,052.00	470,195.00	1,102,247.00	593,226.00	335,328.00	928,554.00	-15.8%
Materials and Supplies		4300	3,305,545.00	6,497,435.00	9,802,980.00	3,164,919.00	3,510,181.00	6,675,100.00	-31.9%
Noncapitalized Equipment		4400	2,905,522.00	1,572,995.00	4,478,517.00	240,550.00	2,977,307.00	3,217,857.00	-28.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			8,543,119.00	9,140,625.00	17,683,744.00	5,698,695.00	7,422,816.00	13,121,511.00	-25.8%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	5,283,493.00	32,842,215.00	38,125,708.00	5,067,000.00	24,679,500.00	29,746,500.00	-22.0%
Travel and Conferences		5200	764,187.00	864,913.00	1,629,100.00	618,318.00	693,536.00	1,311,854.00	-19.5%
Dues and Memberships		5300	252,880.00	8,310.00	261,190.00	137,384.00	7,510.00	144,894.00	-44.5%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Insurance		5400 - 5450	3,608,862.00	0.00	3,608,862.00	3,180,000.00	0.00	3,180,000.00	-11.9%
Operations and Housekeeping Services		5500	2,912,000.00	1,255,500.00	4,167,500.00	3,057,600.00	1,315,250.00	4,372,850.00	4.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	851,426.00	517,898.00	1,369,324.00	641,202.00	378,521.00	1,019,723.00	-25.5%
Transfers of Direct Costs		5710	(549,181.00)	549,181.00	0.00	(131,153.00)	131,153.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(2,836.00)	374,247.00	371,411.00	52,043.00	170.00	52,213.00	-85.9%
Professional/Consulting Services and Operating Expenditures		5800	10,745,112.00	12,111,874.00	22,856,986.00	11,672,337.00	6,934,519.00	18,606,856.00	-18.6%
Communications		5900	625,512.00	562,148.00	1,187,660.00	730,317.00	22,503.00	752,820.00	-36.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			24,491,455.00	49,086,286.00	73,577,741.00	25,025,048.00	34,162,662.00	59,187,710.00	-19.6%
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	2,500.00	2,500.00	0.00	0.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	15,000.00	1,501,700.00	1,516,700.00	0.00	500,000.00	500,000.00	-67.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	158,937.00	223,400.00	382,337.00	857,586.00	85,000.00	942,586.00	146.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			173,937.00	1,727,600.00	1,901,537.00	857,586.00	585,000.00	1,442,586.00	-24.1%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	500,000.00	1,887,300.00	2,387,300.00	500,000.00	1,887,300.00	2,387,300.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools		6500 7221		0.00	0.00		0.00	0.00	0.0%
To County Offices		6500 7222		0.00	0.00		0.00	0.00	0.0%
To JPAs		6500 7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools		6360 7221		0.00	0.00		0.00	0.00	0.0%
To County Offices		6360 7222		0.00	0.00		0.00	0.00	0.0%
To JPAs		6360 7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments		All Other 7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			500,000.00	1,887,300.00	2,387,300.00	500,000.00	1,887,300.00	2,387,300.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(3,182,346.00)	3,182,346.00	0.00	(1,768,151.00)	1,768,151.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(337,533.00)	0.00	(337,533.00)	(363,101.00)	0.00	(363,101.00)	7.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(3,519,879.00)	3,182,346.00	(337,533.00)	(2,131,252.00)	1,768,151.00	(363,101.00)	7.6%
TOTAL, EXPENDITURES			188,813,980.00	133,931,707.00	322,745,687.00	198,166,672.00	97,910,689.00	296,077,361.00	-8.3%
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(44,146,894.00)	44,146,894.00	0.00	(29,879,311.00)	29,879,311.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(44,146,894.00)	44,146,894.00	0.00	(29,879,311.00)	29,879,311.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			(44,146,894.00)	44,146,894.00	0.00	(29,879,311.00)	29,879,311.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	208,277,366.00	0.00	208,277,366.00	194,795,986.00	0.00	194,795,986.00	-6.5%
2) Federal Revenue		8100-8299	0.00	22,038,962.00	22,038,962.00	0.00	11,168,273.00	11,168,273.00	-49.3%
3) Other State Revenue		8300-8599	5,089,260.00	40,913,529.00	46,002,789.00	4,805,248.00	34,633,277.00	39,438,525.00	-14.3%
4) Other Local Revenue		8600-8799	4,863,893.00	18,628,996.00	23,492,889.00	3,338,849.00	14,768,006.00	18,106,855.00	-22.9%
5) TOTAL, REVENUES			218,230,519.00	81,581,487.00	299,812,006.00	202,940,083.00	60,569,556.00	263,509,639.00	-12.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction		1000-1999	106,913,827.00	83,852,999.00	190,766,826.00	115,007,356.00	54,990,532.00	169,997,888.00	-10.9%
2) Instruction - Related Services		2000-2999	21,513,582.00	13,323,251.00	34,836,833.00	22,059,266.00	11,063,527.00	33,122,793.00	-4.9%
3) Pupil Services		3000-3999	31,515,096.00	15,715,628.00	47,230,724.00	31,573,127.00	14,659,353.00	46,232,480.00	-2.1%
4) Ancillary Services		4000-4999	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services		5000-5999	0.00	64,584.00	64,584.00	0.00	56,968.00	56,968.00	-11.8%
6) Enterprise		6000-6999	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration		7000-7999	17,213,296.00	4,565,941.00	21,779,237.00	18,482,268.00	2,589,086.00	21,071,354.00	-3.3%
8) Plant Services		8000-8999	11,158,179.00	14,522,004.00	25,680,183.00	10,544,655.00	12,663,923.00	23,208,578.00	-9.6%
9) Other Outgo		9000-9999	500,000.00	1,887,300.00	2,387,300.00	500,000.00	1,887,300.00	2,387,300.00	0.0%
10) TOTAL, EXPENDITURES			188,813,980.00	133,931,707.00	322,745,687.00	198,166,672.00	97,910,689.00	296,077,361.00	-8.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			29,416,539.00	(52,350,220.00)	(22,933,681.00)	4,773,411.00	(37,341,133.00)	(32,567,722.00)	42.0%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(44,146,894.00)	44,146,894.00	0.00	(29,879,311.00)	29,879,311.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(44,146,894.00)	44,146,894.00	0.00	(29,879,311.00)	29,879,311.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(14,730,355.00)	(8,203,326.00)	(22,933,681.00)	(25,105,900.00)	(7,461,822.00)	(32,567,722.00)	42.0%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	73,332,541.00	71,352,958.00	144,685,499.00	58,602,186.00	59,660,190.00	118,262,376.00	-18.3%
b) Audit Adjustments		9793	0.00	(3,489,442.00)	(3,489,442.00)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			73,332,541.00	67,863,516.00	141,196,057.00	58,602,186.00	59,660,190.00	118,262,376.00	-16.2%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			73,332,541.00	67,863,516.00	141,196,057.00	58,602,186.00	59,660,190.00	118,262,376.00	-16.2%
2) Ending Balance, June 30 (E + F1e)			58,602,186.00	59,660,190.00	118,262,376.00	33,496,286.00	52,198,368.00	85,694,654.00	-27.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	120,000.00	0.00	120,000.00	120,000.00	0.00	120,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	59,660,190.00	59,660,190.00	0.00	52,198,368.00	52,198,368.00	-12.5%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	3,768,550.00	0.00	3,768,550.00	New
Student Transportation Bus Replace	0000	9760			0.00	1,000,000.00		1,000,000.00	
Technology Device Refresh	0000	9760			0.00	1,000,000.00		1,000,000.00	
Instructional Materials Adoptions	0000	9760			0.00	1,000,000.00		1,000,000.00	
Building Maintenance One-time Funds	0000	9760			0.00	768,550.00		768,550.00	
d) Assigned									
Other Assignments (by Resource/Object)		9780	26,207,617.00	0.00	26,207,617.00	0.00	0.00	0.00	-100.0%
Student Transportation Bus Replace	0000	9780	1,000,000.00		1,000,000.00			0.00	
Technology Device Refresh	0000	9780	3,000,000.00		3,000,000.00			0.00	
Instructional Materials Adoptions	0000	9780	2,000,000.00		2,000,000.00			0.00	
Building Maintenance One-time Funds	0000	9780	1,564,000.00		1,564,000.00			0.00	
Financial Stability Reserve	0000	9780	18,643,617.00		18,643,617.00			0.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	32,274,569.00	0.00	32,274,569.00	29,607,736.00	0.00	29,607,736.00	-8.3%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
2600	Expanded Learning Opportunities Program	11,879,995.00	12,872,647.00
6211	Literacy Coaches and Reading Specialists Grant Program	3,378,940.00	2,326,332.00
6266	Educator Effectiveness, FY 2021-22	1,077,070.00	206,745.00
6300	Lottery: Instructional Materials	1,071,717.00	1,342,498.00
6546	Mental Health-Related Services	311,835.00	0.00
6547	Special Education Early Intervention Preschool Grant	3,407,386.00	3,923,122.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	2,365,793.00	2,365,793.00
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	2,579,923.00	1,999,989.00
7085	Learning Communities for School Success Program	1,125,421.00	267,371.00
7388	SB 117 COVID-19 LEA Response Funds	209,181.00	61,181.00
7435	Learning Recovery Emergency Block Grant	20,745,739.00	15,799,065.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	7,072,128.00	8,969,993.00
9010	Other Restricted Local	4,435,062.00	2,063,632.00
Total, Restricted Balance		59,660,190.00	52,198,368.00

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	207,784.00	207,784.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			207,784.00	207,784.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			207,784.00	207,784.00	0.0%
2) Ending Balance, June 30 (E + F1e)			207,784.00	207,784.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	207,784.00	207,784.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(G10 + H2) - (I6 + J2)			0.00		
<b>REVENUES</b>					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
All Other Local Revenue		8699	0.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			0.00	0.00	0.0%
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	207,784.00	207,784.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			207,784.00	207,784.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			207,784.00	207,784.00	0.0%
2) Ending Balance, June 30 (E + F1e)			207,784.00	207,784.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	207,784.00	207,784.00	0.0%
c) Committed					

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24	2024-25
		Estimated Actuals	Budget
8210	Student Activity Funds	207,784.00	207,784.00
Total, Restricted Balance		207,784.00	207,784.00

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	632,225.00	632,225.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			632,225.00	632,225.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			632,225.00	632,225.00	0.0%
2) Ending Balance, June 30 (E + F1e)			632,225.00	632,225.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties					
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments					
		9150	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(G10 + H2) - (I6 + J2)			0.00		
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	632,225.00	632,225.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			632,225.00	632,225.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			632,225.00	632,225.00	0.0%
2) Ending Balance, June 30 (E + F1e)			632,225.00	632,225.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	632,225.00	632,225.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
5059	Child Development: ARP California State Preschool Program One-time Stipend	96,302.00	96,302.00
6130	Child Development: Center-Based Reserve Account	304,518.00	304,518.00
9010	Other Restricted Local	231,405.00	231,405.00
Total, Restricted Balance		632,225.00	632,225.00

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	10,406,915.00	9,687,175.00	-6.9%
3) Other State Revenue		8300-8599	3,779,451.00	2,599,052.00	-31.2%
4) Other Local Revenue		8600-8799	250,000.00	16,000.00	-93.6%
5) TOTAL, REVENUES			14,436,366.00	12,302,227.00	-14.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,771,738.00	4,297,713.00	-9.9%
3) Employee Benefits		3000-3999	1,997,432.00	1,883,600.00	-5.7%
4) Books and Supplies		4000-4999	6,727,416.00	6,024,571.00	-10.4%
5) Services and Other Operating Expenditures		5000-5999	(193,426.00)	79,149.00	-140.9%
6) Capital Outlay		6000-6999	168,453.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	337,533.00	363,101.00	7.6%
9) TOTAL, EXPENDITURES			13,809,146.00	12,648,134.00	-8.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			627,220.00	(345,907.00)	-155.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			627,220.00	(345,907.00)	-155.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,969,627.00	10,596,847.00	6.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,969,627.00	10,596,847.00	6.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,969,627.00	10,596,847.00	6.3%
2) Ending Balance, June 30 (E + F1e)			10,596,847.00	10,250,940.00	-3.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,596,847.00	10,250,940.00	-3.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(G10 + H2) - (I6 + J2)			0.00		
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	10,324,115.00	9,687,175.00	-6.2%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	82,800.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			10,406,915.00	9,687,175.00	-6.9%
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	3,622,151.00	2,529,052.00	-30.2%
All Other State Revenue		8590	157,300.00	70,000.00	-55.5%
TOTAL, OTHER STATE REVENUE			3,779,451.00	2,599,052.00	-31.2%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	250,000.00	16,000.00	-93.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			250,000.00	16,000.00	-93.6%
TOTAL, REVENUES			14,436,366.00	12,302,227.00	-14.8%
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	4,391,607.00	3,894,898.00	-11.3%
Classified Supervisors' and Administrators' Salaries		2300	193,230.00	238,006.00	23.2%
Clerical, Technical and Office Salaries		2400	186,901.00	164,809.00	-11.8%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,771,738.00	4,297,713.00	-9.9%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	1,227,901.00	1,155,125.00	-5.9%
OASDI/Medicare/Alternative		3301-3302	357,822.00	321,194.00	-10.2%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Health and Welfare Benefits		3401-3402	260,958.00	267,351.00	2.4%
Unemployment Insurance		3501-3502	2,342.00	2,097.00	-10.5%
Workers' Compensation		3601-3602	89,022.00	79,673.00	-10.5%
OPEB, Allocated		3701-3702	59,387.00	58,160.00	-2.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			1,997,432.00	1,883,600.00	-5.7%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	494,828.00	466,593.00	-5.7%
Noncapitalized Equipment		4400	8,700.00	4,000.00	-54.0%
Food		4700	6,223,888.00	5,553,978.00	-10.8%
<b>TOTAL, BOOKS AND SUPPLIES</b>			6,727,416.00	6,024,571.00	-10.4%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	4,488.00	13,282.00	195.9%
Dues and Memberships		5300	1,118.00	1,000.00	-10.6%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	45,538.00	45,000.00	-1.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	26,940.00	30,000.00	11.4%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(371,411.00)	(52,213.00)	-85.9%
Professional/Consulting Services and Operating Expenditures		5800	98,957.00	40,629.00	-58.9%
Communications		5900	944.00	1,451.00	53.7%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			(193,426.00)	79,149.00	-140.9%
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	168,453.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			168,453.00	0.00	-100.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	337,533.00	363,101.00	7.6%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			337,533.00	363,101.00	7.6%
<b>TOTAL, EXPENDITURES</b>			13,809,146.00	12,648,134.00	-8.4%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	10,406,915.00	9,687,175.00	-6.9%
3) Other State Revenue		8300-8599	3,779,451.00	2,599,052.00	-31.2%
4) Other Local Revenue		8600-8799	250,000.00	16,000.00	-93.6%
5) TOTAL, REVENUES			14,436,366.00	12,302,227.00	-14.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		13,426,075.00	12,240,033.00	-8.8%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		337,533.00	363,101.00	7.6%
8) Plant Services	8000-8999		45,538.00	45,000.00	-1.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			13,809,146.00	12,648,134.00	-8.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			627,220.00	(345,907.00)	-155.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			627,220.00	(345,907.00)	-155.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,969,627.00	10,596,847.00	6.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,969,627.00	10,596,847.00	6.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,969,627.00	10,596,847.00	6.3%
2) Ending Balance, June 30 (E + F1e)			10,596,847.00	10,250,940.00	-3.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,596,847.00	10,250,940.00	-3.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	3,530,804.00	3,262,216.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	1,040,485.00	1,046,800.00
5330	Child Nutrition: Summer Food Service Program Operations	4,371,730.00	4,288,096.00
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	445,288.00	445,288.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	809,509.00	809,509.00
7033	Child Nutrition: School Food Best Practices Apportionment	399,031.00	399,031.00
Total, Restricted Balance		10,596,847.00	10,250,940.00

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	4,000,000.00	7,000,000.00	75.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,000.00	5,000.00	0.0%
5) TOTAL, REVENUES			4,005,000.00	7,005,000.00	74.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	936,160.00	922,400.00	-1.5%
6) Capital Outlay		6000-6999	8,144,178.00	7,420,470.00	-8.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			9,080,338.00	8,342,870.00	-8.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(5,075,338.00)	(1,337,870.00)	-73.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(5,075,338.00)	(1,337,870.00)	-73.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,413,208.00	1,337,870.00	-79.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,413,208.00	1,337,870.00	-79.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,413,208.00	1,337,870.00	-79.1%
2) Ending Balance, June 30 (E + F1e)			1,337,870.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,337,870.00	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(G10 + H2) - (I6 + J2)			0.00		
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	4,000,000.00	7,000,000.00	75.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			4,000,000.00	7,000,000.00	75.0%
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	5,000.00	5,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,000.00	5,000.00	0.0%
TOTAL, REVENUES			4,005,000.00	7,005,000.00	74.9%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,854.00	11,000.00	1.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	925,306.00	911,400.00	-1.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			936,160.00	922,400.00	-1.5%
<b>CAPITAL OUTLAY</b>					
Land Improvements		6170	5,052,177.00	5,050,400.00	0.0%
Buildings and Improvements of Buildings		6200	3,088,431.00	2,366,070.00	-23.4%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	3,570.00	4,000.00	12.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			8,144,178.00	7,420,470.00	-8.9%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			9,080,338.00	8,342,870.00	-8.1%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	4,000,000.00	7,000,000.00	75.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,000.00	5,000.00	0.0%
5) TOTAL, REVENUES			4,005,000.00	7,005,000.00	74.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		9,080,338.00	8,342,870.00	-8.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			9,080,338.00	8,342,870.00	-8.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(5,075,338.00)	(1,337,870.00)	-73.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(5,075,338.00)	(1,337,870.00)	-73.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,413,208.00	1,337,870.00	-79.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,413,208.00	1,337,870.00	-79.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,413,208.00	1,337,870.00	-79.1%
2) Ending Balance, June 30 (E + F1e)			1,337,870.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,337,870.00	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
9010	Other Restricted Local	1,337,870.00	0.00
Total, Restricted Balance		1,337,870.00	0.00

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,508,000.00	1,508,000.00	0.0%
5) TOTAL, REVENUES			1,508,000.00	1,508,000.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,610,000.00	1,610,000.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	25,000.00	25,000.00	0.0%
6) Capital Outlay		6000-6999	19,254,180.00	18,930,000.00	-1.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			20,889,180.00	20,565,000.00	-1.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(19,381,180.00)	(19,057,000.00)	-1.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(19,381,180.00)	(19,057,000.00)	-1.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	76,104,522.00	56,723,342.00	-25.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			76,104,522.00	56,723,342.00	-25.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			76,104,522.00	56,723,342.00	-25.5%
2) Ending Balance, June 30 (E + F1e)			56,723,342.00	37,666,342.00	-33.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	54,531,903.00	33,974,903.00	-37.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	2,191,439.00	3,691,439.00	68.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	1,508,000.00	1,508,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,508,000.00	1,508,000.00	0.0%
TOTAL, REVENUES			1,508,000.00	1,508,000.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERs		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	610,000.00	610,000.00	0.0%
Noncapitalized Equipment		4400	1,000,000.00	1,000,000.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,610,000.00	1,610,000.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	25,000.00	25,000.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			25,000.00	25,000.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	120,000.00	120,000.00	0.0%
Land Improvements		6170	25,000.00	25,000.00	0.0%
Buildings and Improvements of Buildings		6200	18,509,180.00	18,185,000.00	-1.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	600,000.00	600,000.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			19,254,180.00	18,930,000.00	-1.7%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			20,889,180.00	20,565,000.00	-1.6%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>Proceeds</b>					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
<b>Other Sources</b>					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,508,000.00	1,508,000.00	0.0%
5) TOTAL, REVENUES			1,508,000.00	1,508,000.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		20,889,180.00	20,565,000.00	-1.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			20,889,180.00	20,565,000.00	-1.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			(19,381,180.00)	(19,057,000.00)	-1.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(19,381,180.00)	(19,057,000.00)	-1.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	76,104,522.00	56,723,342.00	-25.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			76,104,522.00	56,723,342.00	-25.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			76,104,522.00	56,723,342.00	-25.5%
2) Ending Balance, June 30 (E + F1e)			56,723,342.00	37,666,342.00	-33.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	54,531,903.00	33,974,903.00	-37.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	2,191,439.00	3,691,439.00	68.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
9010	Other Restricted Local	54,531,903.00	33,974,903.00
Total, Restricted Balance		54,531,903.00	33,974,903.00

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	683,287.00	100,000.00	-85.4%
5) TOTAL, REVENUES			683,287.00	100,000.00	-85.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	135,833.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,151,635.00	600,000.00	-47.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,287,468.00	600,000.00	-53.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(604,181.00)	(500,000.00)	-17.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(604,181.00)	(500,000.00)	-17.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,476,800.00	7,872,619.00	-7.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,476,800.00	7,872,619.00	-7.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,476,800.00	7,872,619.00	-7.1%
2) Ending Balance, June 30 (E + F1e)			7,872,619.00	7,372,619.00	-6.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	7,872,619.00	7,372,619.00	-6.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	416,600.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	266,687.00	100,000.00	-62.5%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			683,287.00	100,000.00	-85.4%
TOTAL, REVENUES			683,287.00	100,000.00	-85.4%
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	129,033.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	6,800.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			135,833.00	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	771,635.00	400,000.00	-48.2%
Other Debt Service - Principal		7439	380,000.00	200,000.00	-47.4%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,151,635.00	600,000.00	-47.9%
TOTAL, EXPENDITURES			1,287,468.00	600,000.00	-53.4%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>Proceeds</b>					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
<b>Other Sources</b>					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	683,287.00	100,000.00	-85.4%
5) TOTAL, REVENUES			683,287.00	100,000.00	-85.4%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		6,800.00	0.00	-100.0%
8) Plant Services	8000-8999		129,033.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	1,151,635.00	600,000.00	-47.9%
10) TOTAL, EXPENDITURES			1,287,468.00	600,000.00	-53.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			(604,181.00)	(500,000.00)	-17.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(604,181.00)	(500,000.00)	-17.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,476,800.00	7,872,619.00	-7.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,476,800.00	7,872,619.00	-7.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,476,800.00	7,872,619.00	-7.1%
2) Ending Balance, June 30 (E + F1e)			7,872,619.00	7,372,619.00	-6.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	7,872,619.00	7,372,619.00	-6.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
9010	Other Restricted Local	7,872,619.00	7,372,619.00
Total, Restricted Balance		7,872,619.00	7,372,619.00

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	7,001,068.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	242,284.00	0.00	-100.0%
5) TOTAL, REVENUES			7,243,352.00	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	248,526.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	157,310.00	0.00	-100.0%
6) Capital Outlay		6000-6999	7,819,900.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			8,225,736.00	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(982,384.00)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(982,384.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	11,406,416.00	10,424,032.00	-8.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,406,416.00	10,424,032.00	-8.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,406,416.00	10,424,032.00	-8.6%
2) Ending Balance, June 30 (E + F1e)			10,424,032.00	10,424,032.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,424,032.00	10,424,032.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	7,001,068.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			7,001,068.00	0.00	-100.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	242,284.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			242,284.00	0.00	-100.0%
TOTAL, REVENUES			7,243,352.00	0.00	-100.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	104,946.00	0.00	-100.0%
Noncapitalized Equipment		4400	143,580.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			248,526.00	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	157,310.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			157,310.00	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	17,000.00	0.00	-100.0%
Land Improvements		6170	26,620.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	7,776,280.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			7,819,900.00	0.00	-100.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			8,225,736.00	0.00	-100.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	7,001,068.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	242,284.00	0.00	-100.0%
5) TOTAL, REVENUES			7,243,352.00	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		8,225,736.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			8,225,736.00	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			(982,384.00)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(982,384.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	11,406,416.00	10,424,032.00	-8.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,406,416.00	10,424,032.00	-8.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,406,416.00	10,424,032.00	-8.6%
2) Ending Balance, June 30 (E + F1e)			10,424,032.00	10,424,032.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,424,032.00	10,424,032.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
7710	State School Facilities Projects	10,424,032.00	10,424,032.00
Total, Restricted Balance		10,424,032.00	10,424,032.00



Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	30,512.00	119,537.00	291.8%
4) Other Local Revenue		8600-8799	19,277,183.00	20,513,894.00	6.4%
5) TOTAL, REVENUES			19,307,695.00	20,633,431.00	6.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	19,385,687.00	20,170,266.00	4.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			19,385,687.00	20,170,266.00	4.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(77,992.00)	463,165.00	-693.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	7,475.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			7,475.00	0.00	-100.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(70,517.00)	463,165.00	-756.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	18,792,504.00	18,721,987.00	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,792,504.00	18,721,987.00	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			18,792,504.00	18,721,987.00	-0.4%
2) Ending Balance, June 30 (E + F1e)			18,721,987.00	19,185,152.00	2.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	18,707,289.00	19,170,454.00	2.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	14,698.00	14,698.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	30,512.00	119,537.00	291.8%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			30,512.00	119,537.00	291.8%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	17,889,760.00	19,570,746.00	9.4%
Unsecured Roll		8612	921,184.00	887,148.00	-3.7%
Prior Years' Taxes		8613	105,576.00	0.00	-100.0%
Supplemental Taxes		8614	119,294.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	241,369.00	56,000.00	-76.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			19,277,183.00	20,513,894.00	6.4%
TOTAL, REVENUES			19,307,695.00	20,633,431.00	6.9%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	7,937,480.00	8,371,024.00	5.5%
Bond Interest and Other Service Charges		7434	11,448,207.00	11,799,242.00	3.1%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			19,385,687.00	20,170,266.00	4.0%
TOTAL, EXPENDITURES			19,385,687.00	20,170,266.00	4.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	7,475.00	0.00	-100.0%
(c) TOTAL, SOURCES			7,475.00	0.00	-100.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>7,475.00</b>	<b>0.00</b>	<b>-100.0%</b>

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	30,512.00	119,537.00	291.8%
4) Other Local Revenue		8600-8799	19,277,183.00	20,513,894.00	6.4%
5) TOTAL, REVENUES			19,307,695.00	20,633,431.00	6.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	19,385,687.00	20,170,266.00	4.0%
10) TOTAL, EXPENDITURES			19,385,687.00	20,170,266.00	4.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			(77,992.00)	463,165.00	-693.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	7,475.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			7,475.00	0.00	-100.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(70,517.00)	463,165.00	-756.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	18,792,504.00	18,721,987.00	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,792,504.00	18,721,987.00	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			18,792,504.00	18,721,987.00	-0.4%
2) Ending Balance, June 30 (E + F1e)			18,721,987.00	19,185,152.00	2.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	18,707,289.00	19,170,454.00	2.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	14,698.00	14,698.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
9010	Other Restricted Local	18,707,289.00	19,170,454.00
Total, Restricted Balance		18,707,289.00	19,170,454.00

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	0.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			0.00	0.00	0.0%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	11,137,257.00	11,137,257.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,137,257.00	11,137,257.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			11,137,257.00	11,137,257.00	0.0%
2) Ending Net Position, June 30 (E + F1e)			11,137,257.00	11,137,257.00	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	11,137,257.00	11,137,257.00	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) Fixed Assets		9400	0.00		
11) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
b) Net Pension Liability		9663	0.00		
c) Total/Net OPEB Liability		9664	0.00		
d) Compensated Absences		9665	0.00		
e) COPs Payable		9666	0.00		
f) Leases Payable		9667	0.00		
g) Lease Revenue Bonds Payable		9668	0.00		
h) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30 (G11 + H2) - (I7 + J2)			0.00		
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/					
Contributions		8674	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and					
Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	0.0%
TOTAL, EXPENSES			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
(a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			0.00	0.00	0.0%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	11,137,257.00	11,137,257.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,137,257.00	11,137,257.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			11,137,257.00	11,137,257.00	0.0%
2) Ending Net Position, June 30 (E + F1e)			11,137,257.00	11,137,257.00	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	11,137,257.00	11,137,257.00	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%



Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
9010	Other Restricted Local	11,137,257.00	11,137,257.00
Total, Restricted Net Position		11,137,257.00	11,137,257.00

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	194,795,986.00	0.33%	195,431,015.00	0.51%	196,431,826.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	4,805,248.00	-0.91%	4,761,742.58	-1.52%	4,689,407.36
4. Other Local Revenues	8600-8799	3,338,849.00	0.00%	3,338,849.00	0.00%	3,338,849.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(29,879,311.00)	-6.47%	(27,947,502.59)	8.49%	(30,320,429.09)
6. Total (Sum lines A1 thru A5c)		173,060,772.00	1.46%	175,584,103.99	-0.82%	174,139,653.27
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				87,842,823.00		83,131,643.70
b. Step & Column Adjustment				1,141,956.70		1,110,002.13
c. Cost-of-Living Adjustment						
d. Other Adjustments				(5,853,136.00)		453,136.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	87,842,823.00	-5.36%	83,131,643.70	1.88%	84,694,781.83
2. Classified Salaries						
a. Base Salaries				32,957,416.00		33,385,862.41
b. Step & Column Adjustment				428,446.41		434,016.21
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	32,957,416.00	1.30%	33,385,862.41	1.30%	33,819,878.62
3. Employee Benefits	3000-3999	47,416,356.00	-5.61%	44,753,944.61	1.37%	45,365,168.87
4. Books and Supplies	4000-4999	5,698,695.00	-35.06%	3,700,612.00	2.70%	3,800,612.00
5. Services and Other Operating Expenditures	5000-5999	25,025,048.00	-29.84%	17,557,317.26	-0.45%	17,478,013.29
6. Capital Outlay	6000-6999	857,586.00	-100.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	500,000.00	0.00%	500,000.00	0.00%	500,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(2,131,252.00)	5.40%	(2,246,250.24)	-4.82%	(2,137,942.72)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		198,166,672.00	-8.77%	180,783,129.74	1.51%	183,520,511.89
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		(25,105,900.00)		(5,199,025.75)		(9,380,858.62)

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		58,602,186.00		33,496,286.00		28,297,260.25
2. Ending Fund Balance (Sum lines C and D1)		33,496,286.00		28,297,260.25		18,916,401.63
<b>3. Components of Ending Fund Balance</b>						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	3,768,550.00				
d. Assigned	9780	0.00		142,095.25		
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	29,607,736.00		28,035,165.00		18,796,401.63
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		33,496,286.00		28,297,260.25		18,916,401.63
<b>E. AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	29,607,736.00		28,035,165.00		18,796,401.63
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		29,607,736.00		28,035,165.00		18,796,401.63

**F. ASSUMPTIONS**

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Certificated Salaries 2025/26 shifted 4,053,136 salaries from Unrestricted to Restricted Resources. Reduction of 1,800,000 in salaries due to Enrollment and ADA decline (15 FTE @ 120K salary) Total Certificated reduction = (5,583,136) Certificated Salaries 2026/27 shifted 2.2M salaries from Restricted to Unrestricted Resources due to expiration of resource. Reduced 1.8M in salaries due to Enrollment and ADA decline (18 FTE @ 120K salary) Total Certificated change = 453,136

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	11,168,273.00	0.00%	11,168,273.00	0.00%	11,168,273.00
3. Other State Revenues	8300-8599	34,633,277.00	-0.05%	34,614,667.81	-0.09%	34,583,173.64
4. Other Local Revenues	8600-8799	14,768,006.00	0.00%	14,768,006.00	0.00%	14,768,006.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	29,879,311.00	-6.47%	27,947,502.59	8.49%	30,320,429.09
6. Total (Sum lines A1 thru A5c)		90,448,867.00	-2.16%	88,498,449.40	2.65%	90,839,881.73
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				22,747,900.00		27,086,628.73
b. Step & Column Adjustment				295,722.73		322,835.44
c. Cost-of-Living Adjustment						
d. Other Adjustments				4,043,006.00		(2,432,680.85)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	22,747,900.00	19.07%	27,086,628.73	-7.79%	24,976,783.32
2. Classified Salaries						
a. Base Salaries				13,244,455.00		13,249,164.81
b. Step & Column Adjustment				172,177.96		172,239.14
c. Cost-of-Living Adjustment						
d. Other Adjustments				(167,468.15)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	13,244,455.00	0.04%	13,249,164.81	1.30%	13,421,403.95
3. Employee Benefits	3000-3999	16,092,405.00	3.80%	16,703,732.91	0.92%	16,857,490.19
4. Books and Supplies	4000-4999	7,422,816.00	-0.61%	7,377,621.08	-0.26%	7,358,326.34
5. Services and Other Operating Expenditures	5000-5999	34,162,662.00	-9.86%	30,795,918.92	-0.55%	30,626,056.57
6. Capital Outlay	6000-6999	585,000.00	0.00%	585,000.00	0.00%	585,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,887,300.00	0.00%	1,887,300.00	0.00%	1,887,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,768,151.00	6.50%	1,883,149.24	-5.75%	1,774,841.72
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		97,910,689.00	1.69%	99,568,515.69	-2.09%	97,487,202.09
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		(7,461,822.00)		(11,070,066.29)		(6,647,320.36)

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		59,660,190.00		52,198,368.00		41,128,301.71
2. Ending Fund Balance (Sum lines C and D1)		52,198,368.00		41,128,301.71		34,480,981.35
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	52,198,368.00		41,128,301.71		34,480,981.35
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		52,198,368.00		41,128,301.71		34,480,981.35
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
2025/26 Certificated Salaries: shifted 4,053,136 salaries from Unrestricted to Restricted Resources. Decrease of 10,130 due to expiring resources. Total change: 4,043,006 Classified Salary - Reduction of 167,468 due to expiration of resource 2026/27: Certificated Salaries shifted 2.2M salaries from Restricted to Unrestricted Resources due to expiration of resource. Reduction of 179K due to expiration of Resource Total change: (2.432M)						

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	194,795,986.00	0.33%	195,431,015.00	0.51%	196,431,826.00
2. Federal Revenues	8100-8299	11,168,273.00	0.00%	11,168,273.00	0.00%	11,168,273.00
3. Other State Revenues	8300-8599	39,438,525.00	-0.16%	39,376,410.39	-0.26%	39,272,581.00
4. Other Local Revenues	8600-8799	18,106,855.00	0.00%	18,106,855.00	0.00%	18,106,855.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		263,509,639.00	0.22%	264,082,553.39	0.34%	264,979,535.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				110,590,723.00		110,218,272.43
b. Step & Column Adjustment				1,437,679.43		1,432,837.57
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,810,130.00)		(1,979,544.85)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	110,590,723.00	-0.34%	110,218,272.43	-0.50%	109,671,565.15
2. Classified Salaries						
a. Base Salaries				46,201,871.00		46,635,027.22
b. Step & Column Adjustment				600,624.37		606,255.35
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(167,468.15)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	46,201,871.00	0.94%	46,635,027.22	1.30%	47,241,282.57
3. Employee Benefits	3000-3999	63,508,761.00	-3.23%	61,457,677.52	1.24%	62,222,659.06
4. Books and Supplies	4000-4999	13,121,511.00	-15.57%	11,078,233.08	0.73%	11,158,938.34
5. Services and Other Operating Expenditures	5000-5999	59,187,710.00	-18.31%	48,353,236.18	-0.52%	48,104,069.86
6. Capital Outlay	6000-6999	1,442,586.00	-59.45%	585,000.00	0.00%	585,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,387,300.00	0.00%	2,387,300.00	0.00%	2,387,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(363,101.00)	0.00%	(363,101.00)	0.00%	(363,101.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		296,077,361.00	-5.31%	280,351,645.43	0.23%	281,007,713.98
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		(32,567,722.00)		(16,269,092.04)		(16,028,178.98)

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		118,262,376.00		85,694,654.00		69,425,561.96
2. Ending Fund Balance (Sum lines C and D1)		85,694,654.00		69,425,561.96		53,397,382.98
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	52,198,368.00		41,128,301.71		34,480,981.35
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	3,768,550.00		0.00		0.00
d. Assigned	9780	0.00		142,095.25		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	29,607,736.00		28,035,165.00		18,796,401.63
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		85,694,654.00		69,425,561.96		53,397,382.98
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	29,607,736.00		28,035,165.00		18,796,401.63
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		29,607,736.00		28,035,165.00		18,796,401.63
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.00%		10.00%		6.69%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds						
(Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		12,274.52		12,033.01		11,624.28
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)						
		296,077,361.00		280,351,645.43		281,007,713.98
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)						
		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)						
		296,077,361.00		280,351,645.43		281,007,713.98
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)						
		3.00%		3.00%		3.00%
e. Reserve Standard - By Percent (Line F3c times F3d)						
		8,882,320.83		8,410,549.36		8,430,231.42
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)						
		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)						
		8,882,320.83		8,410,549.36		8,430,231.42
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)						
		YES		YES		YES



Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).  
Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Projected funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

	Percentage Level	District ADA
	3.0%	0 to 300
	2.0%	301 to 1,000
	1.0%	1,001 and over
District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	12,274.52	
<b>District's ADA Standard Percentage Level:</b>	<b>1.0%</b>	

**1A. Calculating the District's ADA Variances**

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2021-22)				
District Regular	15,194	15,185		
Charter School				
<b>Total ADA</b>	<b>15,194</b>	<b>15,185</b>	<b>0.1%</b>	<b>Met</b>
Second Prior Year (2022-23)				
District Regular	14,518	14,753		
Charter School				
<b>Total ADA</b>	<b>14,518</b>	<b>14,753</b>	<b>N/A</b>	<b>Met</b>
First Prior Year (2023-24)				
District Regular	14,069	14,027		
Charter School		0		
<b>Total ADA</b>	<b>14,069</b>	<b>14,027</b>	<b>0.3%</b>	<b>Met</b>
Budget Year (2024-25)				
District Regular	13,158			
Charter School	0			
<b>Total ADA</b>	<b>13,158</b>			

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**1B. Comparison of District ADA to the Standard**

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DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

**Explanation:**  
(required if NOT met)

- 1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CALPADS Actual column for the First Prior Year; all other data are extracted or calculated. CALPADS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
	Budget	CALPADS Actual		
Third Prior Year (2021-22)				
District Regular	14,875	14,381		
Charter School				
<b>Total Enrollment</b>	<b>14,875</b>	<b>14,381</b>	<b>3.3%</b>	<b>Not Met</b>
Second Prior Year (2022-23)				
District Regular	13,912	14,171		
Charter School				
<b>Total Enrollment</b>	<b>13,912</b>	<b>14,171</b>	<b>N/A</b>	<b>Met</b>
First Prior Year (2023-24)				
District Regular	13,423	13,400		
Charter School				
<b>Total Enrollment</b>	<b>13,423</b>	<b>13,400</b>	<b>0.2%</b>	<b>Met</b>
Budget Year (2024-25)				
District Regular	13,058			
Charter School				
<b>Total Enrollment</b>	<b>13,058</b>			

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

**Explanation:**  
(required if NOT met)

Decline in enrollment in the 2021-22 school year was greater than what was previously projected due COVID pandemic

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

3. **CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CALPADS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2021-22)			
District Regular	13,089	14,381	
Charter School		0	
<b>Total ADA/Enrollment</b>	<b>13,089</b>	<b>14,381</b>	<b>91.0%</b>
Second Prior Year (2022-23)			
District Regular	13,006	14,171	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>13,006</b>	<b>14,171</b>	<b>91.8%</b>
First Prior Year (2023-24)			
District Regular	12,576	13,400	
Charter School			
<b>Total ADA/Enrollment</b>	<b>12,576</b>	<b>13,400</b>	<b>93.8%</b>
		Historical Average Ratio:	92.2%
	<b>District's ADA to Enrollment Standard (historical average ratio plus 0.5%):</b>		<b>92.7%</b>

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2024-25)				
District Regular	12,275	13,058		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>12,275</b>	<b>13,058</b>	<b>94.0%</b>	<b>Not Met</b>
1st Subsequent Year (2025-26)				
District Regular	12,033	12,600		
Charter School				
<b>Total ADA/Enrollment</b>	<b>12,033</b>	<b>12,600</b>	<b>95.5%</b>	<b>Not Met</b>
2nd Subsequent Year (2026-27)				
District Regular	11,624	12,172		
Charter School				
<b>Total ADA/Enrollment</b>	<b>11,624</b>	<b>12,172</b>	<b>95.5%</b>	<b>Not Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

**Explanation:**  
(required if NOT met)

During the height of the pandemic, FY 21/22 Oxnard School District experienced low attendance rates. Since then, as we recover from the shutdowns, we have seen an improvement in attendance. We are optimistic that this upward trend will continue and return to pre-pandemic levels.

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's cost-of-living adjustment (COLA), plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's COLA, plus or minus one percent.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

- LCFF Revenue
- Basic Aid
- Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Projected LCFF Revenue

	Prior Year (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
<b>Step 1 - Change in Population</b>				
a. ADA (Funded) (Form A, lines A6 and C4)	14,057.67	13,188.35	12,649.26	12,324.83
b. Prior Year ADA (Funded)		14,057.67	13,188.35	12,649.26
c. Difference (Step 1a minus Step 1b)		(869.32)	(539.09)	(324.43)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		(6.18%)	(4.09%)	(2.56%)
<b>Step 2 - Change in Funding Level</b>				
a. Prior Year LCFF Funding		212,184,213.00	201,795,986.00	199,431,045.00
b1. COLA percentage		1.07%	2.93%	3.08%
b2. COLA amount (proxy for purposes of this criterion)		2,270,371.08	5,912,622.39	6,142,476.19
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		1.07%	2.93%	3.08%
<b>Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)</b>				
		(5.11%)	(1.16%)	.52%
<b>LCFF Revenue Standard (Step 3, plus/minus 1%):</b>		<b>-6.11% to -4.11%</b>	<b>-2.16% to -0.16%</b>	<b>-0.48% to 1.52%</b>

**4A2. Alternate LCFF Revenue Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected LCFF Revenue**

	Prior Year (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	31,518,784.00	31,518,784.00	31,518,784.00	31,518,784.00
Percent Change from Previous Year		N/A	N/A	N/A
<b>Basic Aid Standard (percent change from previous year, plus/minus 1%):</b>		N/A	N/A	N/A

**4A3. Alternate LCFF Revenue Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected LCFF Revenue**

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
<b>Necessary Small School Standard (COLA Step 2c, plus/minus 1%):</b>	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	212,184,213.00	201,795,986.00	199,431,015.00	200,431,826.00
District's Projected Change in LCFF Revenue:		(4.90%)	(1.17%)	.50%
<b>LCFF Revenue Standard</b>		<b>-6.11% to -4.11%</b>	<b>-2.16% to -0.16%</b>	<b>-0.48% to 1.52%</b>
<b>Status:</b>		Met	Met	Met

**4C. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

5. **CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
	Third Prior Year (2021-22)	126,852,400.67	
Second Prior Year (2022-23)	163,092,654.62	179,395,374.17	90.9%
First Prior Year (2023-24)	158,625,348.00	188,813,980.00	84.0%
	Historical Average Ratio:		86.5%

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
<b>District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):</b>	<b>83.5% to 89.5%</b>	<b>83.5% to 89.5%</b>	<b>83.5% to 89.5%</b>

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)		
	Budget Year (2024-25)	168,216,595.00		
1st Subsequent Year (2025-26)	161,271,450.72	180,783,129.74	89.2%	Met
2nd Subsequent Year (2026-27)	163,879,829.32	183,520,511.89	89.3%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

6. **CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

**6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges**

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	(5.11%)	(1.16%)	.52%
<b>2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):</b>	<b>-15.11% to 4.89%</b>	<b>-11.16% to 8.84%</b>	<b>-9.48% to 10.52%</b>
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-10.11% to -0.11%	-6.16% to 3.84%	-4.48% to 5.52%

**6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)</b>			
First Prior Year (2023-24)	22,038,962.00		
Budget Year (2024-25)	11,168,273.00	(49.32%)	Yes
1st Subsequent Year (2025-26)	11,168,273.00	0.00%	No
2nd Subsequent Year (2026-27)	11,168,273.00	0.00%	No

**Explanation:**

(required if Yes)

In the current year (2023-24), the district's expenditures and subsequent revenues have been impacted by the use of one-time ESSER (Elementary and Secondary School Emergency Relief) funds. These funds, which were designated for specific pandemic-related needs, are not recurring and have therefore been excluded from future budget projections. Additionally, carry over Title I funds are not included in the initial adopted budget because the exact amounts carried over from the previous year are not known at the time of budget adoption

**Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)**

First Prior Year (2023-24)	46,002,789.00		
Budget Year (2024-25)	39,438,525.00	(14.27%)	Yes
1st Subsequent Year (2025-26)	39,376,410.39	(.16%)	No
2nd Subsequent Year (2026-27)	39,272,581.00	(.26%)	No

**Explanation:**

(required if Yes)

In the current year (2023-24), the district's expenditures have been significantly impacted by the use of a large carry over from ELOP (Expanded Learning Opportunities Program) funds. These catch-up expenditures are not recurring and are excluded from future budget projections.

**Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)**

First Prior Year (2023-24)	23,492,889.00		
Budget Year (2024-25)	18,106,855.00	(22.93%)	Yes
1st Subsequent Year (2025-26)	18,106,855.00	0.00%	No
2nd Subsequent Year (2026-27)	18,106,855.00	0.00%	No

**Explanation:**

(required if Yes)

Other local revenue year-to-year changes reflect variations in local grant amounts from year to year. These fluctuations are due to the differing availability and amounts of local grants each year. This variability impacts our financial projections and is accounted for in our budgeting process



**Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)**

First Prior Year (2023-24)	17,683,744.00		
Budget Year (2024-25)	13,121,511.00	(25.80%)	Yes
1st Subsequent Year (2025-26)	11,078,233.08	(15.57%)	Yes
2nd Subsequent Year (2026-27)	11,158,938.34	.73%	No

**Explanation:**  
(required if Yes)

Carry over amounts have not yet been fully identified in the budget year and will be posted at the first interim revision. Additionally, one-time expenditures have been removed from the outgoing years as funding sources expire.

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)**

First Prior Year (2023-24)	73,577,741.00		
Budget Year (2024-25)	59,187,710.00	(19.56%)	Yes
1st Subsequent Year (2025-26)	48,353,236.18	(18.31%)	Yes
2nd Subsequent Year (2026-27)	48,104,069.86	(.52%)	No

**Explanation:**  
(required if Yes)

Carry over amounts have not yet been fully identified in the budget year and will be posted at the first interim revision. Additionally, one-time expenditures have been removed from the outgoing years as funding sources expire.

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
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**Total Federal, Other State, and Other Local Revenue (Criterion 6B)**

First Prior Year (2023-24)	91,534,640.00		
Budget Year (2024-25)	68,713,653.00	(24.93%)	Not Met
1st Subsequent Year (2025-26)	68,651,538.39	(.09%)	Met
2nd Subsequent Year (2026-27)	68,547,709.00	(.15%)	Met

**Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)**

First Prior Year (2023-24)	91,261,485.00		
Budget Year (2024-25)	72,309,221.00	(20.77%)	Not Met
1st Subsequent Year (2025-26)	59,431,469.26	(17.81%)	Not Met
2nd Subsequent Year (2026-27)	59,263,008.20	(.28%)	Met

**6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6B  
if NOT met)

In the current year (2023-24), the district's expenditures and subsequent revenues have been impacted by the use of one-time ESSER (Elementary and Secondary School Emergency Relief) funds. These funds, which were designated for specific pandemic-related needs, are not recurring and have therefore been excluded from future budget projections. Additionally, carryover Title I funds are not included in the initial adopted budget because the exact amounts carried over from the previous year are not known at the time of budget adoption.

**Explanation:**  
Other State Revenue  
(linked from 6B  
if NOT met)

In the current year (2023-24), the district's expenditures have been significantly impacted by the use of a large carryover from ELOP (Expanded Learning Opportunities Program) funds. These catch-up expenditures are not recurring and are excluded from future budget projections.

**Explanation:**  
Other Local Revenue  
(linked from 6B  
if NOT met)

Other local revenue year-to-year changes reflect variations in local grant amounts from year to year. These fluctuations are due to the differing availability and amounts of local grants each year. This variability impacts our financial projections and is accounted for in our budgeting process.

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6B  
if NOT met)

Carry over amounts have not yet been fully identified in the budget year and will be posted at the first interim revision. Additionally, one-time expenditures have been removed from the outgoing years as funding sources expire.

**Explanation:**  
Services and Other Exps  
(linked from 6B  
if NOT met)

Carry over amounts have not yet been fully identified in the budget year and will be posted at the first interim revision. Additionally, one-time expenditures have been removed from the outgoing years as funding sources expire.

7. **CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

**NOTE:** EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? Yes
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223) 0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690)

296,077,361.00
----------------

b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)

3% Required	Budgeted Contribution <sup>1</sup>	
Minimum Contribution	to the Ongoing and Major	
(Line 2c times 3%)	Maintenance Account	Status

c. Net Budgeted Expenditures and Other Financing Uses

296,077,361.00	8,882,320.83	8,885,000.00	Met
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<sup>1</sup> Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

**Explanation:**  
(required if NOT met  
and Other is marked)

8. **CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in two out of three prior fiscal years.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2021-22)	Second Prior Year (2022-23)	First Prior Year (2023-24)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	23,792,225.19	27,185,843.77	32,274,569.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	0.00	0.00	0.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	23,792,225.19	27,185,843.77	32,274,569.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	238,846,185.56	271,883,355.04	322,745,687.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	238,846,185.56	271,883,355.04	322,745,687.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	10.0%	10.0%	10.0%
<b>District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):</b>	<b>3.3%</b>	<b>3.3%</b>	<b>3.3%</b>

<sup>1</sup>Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000- 7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2021-22)	22,264,126.38	150,176,037.93	N/A	Met
Second Prior Year (2022-23)	12,944,067.88	179,395,374.17	N/A	Met
First Prior Year (2023-24)	(14,730,355.00)	188,813,980.00	7.8%	Not Met
Budget Year (2024-25) (Information only)	(25,105,900.00)	198,166,672.00		

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

**Explanation:**  
(required if NOT met)

The district has maintained a healthy unrestricted ending fund balance by prioritizing the spending of the most restricted resources first. As we move towards better aligning our expenditures with our revenues, we are utilizing our reserves. The district will continue to monitor the budget closely and ensure that expenditures are consistently aligned with revenues to maintain financial stability

9. **CRITERION: Fund and Cash Balances**

A. Fund Balance STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level <sup>1</sup>	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 250,000
0.3%	250,001 and over

<sup>1</sup> Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

**9A-1. Calculating the District's Unrestricted General Fund Beginning Balance Percentages**

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance <sup>2</sup> (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)		Status
	Original Budget	Estimated/Unaudited Actuals			
Third Prior Year (2021-22)	10,880,866.00	37,374,048.53	N/A		Met
Second Prior Year (2022-23)	12,540,642.00	60,388,473.91	N/A		Met
First Prior Year (2023-24)	55,119,271.00	73,332,541.00	N/A		Met
Budget Year (2024-25) (Information only)	58,602,186.00				

<sup>2</sup> Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

**9A-2. Comparison of District Unrestricted Beginning Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

B. Cash Balance Standard: Projected general fund cash balance will be positive at the end of the current fiscal year.

**9B-1: Determining if the District's Ending Cash Balance is Positive**

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2024-25)	92,183,468.16	Met

**9B-2. Comparison of the District's Ending Cash Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

**Explanation:**  
(required if NOT met)

10. **CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or \$87,000 (greater of)	0 to 300
4% or \$87,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 250,000
1%	250,001 and over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	12,275	12,033	11,624
<b>District's Reserve Standard Percentage Level:</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1. If Yes, enter data for item 2a. If No, enter data for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?

2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s):

\_\_\_\_\_

b. Special Education Pass-through Funds  
(Fund 10, resources 3300-3499, 6500-6540 and 6546,  
objects 7211-7213 and 7221-7223)

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
	0.00		

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	296,077,361.00	280,351,645.43	281,007,713.98
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	296,077,361.00	280,351,645.43	281,007,713.98
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	8,882,320.83	8,410,549.36	8,430,231.42
6. Reserve Standard - by Amount			

	(\$87,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	<b>District's Reserve Standard</b>			
	<b>(Greater of Line B5 or Line B6)</b>	<b>8,882,320.83</b>	<b>8,410,549.36</b>	<b>8,430,231.42</b>

**10C. Calculating the District's Budgeted Reserve Amount**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.  
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1.	General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2.	General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	29,607,736.00	28,035,165.00	18,796,401.63
3.	General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	0.00	0.00	0.00
4.	General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6.	Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7.	Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8.	District's Budgeted Reserve Amount (Lines C1 thru C7)	29,607,736.00	28,035,165.00	18,796,401.63
9.	District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	10.00%	10.00%	6.69%
	<b>District's Reserve Standard</b> <b>(Section 10B, Line 7):</b>	<b>8,882,320.83</b>	<b>8,410,549.36</b>	<b>8,430,231.42</b>
	Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)



**SUPPLEMENTAL INFORMATION**

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Use of Ongoing Revenues for One-time Expenditures**

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0% or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>				
First Prior Year (2023-24)	(44,146,894.00)			
Budget Year (2024-25)	(29,879,311.00)	(14,267,583.00)	(32.3%)	Not Met
1st Subsequent Year (2025-26)	(27,947,503.00)	(1,931,808.00)	(6.5%)	Met
2nd Subsequent Year (2026-27)	(30,320,429.00)	2,372,926.00	8.5%	Met
<b>1b. Transfers In, General Fund *</b>				
First Prior Year (2023-24)	0.00			
Budget Year (2024-25)	0.00	0.00	0.0%	Met
1st Subsequent Year (2025-26)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2026-27)	0.00	0.00	0.0%	Met
<b>1c. Transfers Out, General Fund *</b>				
First Prior Year (2023-24)	0.00			
Budget Year (2024-25)	0.00	0.00	0.0%	Met
1st Subsequent Year (2025-26)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2026-27)	0.00	0.00	0.0%	Met

**1d. Impact of Capital Projects**

Do you have any capital projects that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify restricted programs and amount of contribution for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

**Explanation:**

(required if NOT met)

The district continues to analyze positions that are currently coded to special education goals to determine if they can be reallocated to other areas. As these positions and their account codes are identified, they are being moved out of special education, resulting in lower contributions to the special education resources

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**

(required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**

(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

**Project Information:**

(required if YES)

**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?  
(If No, skip item 2 and Sections S6B and S6C)

Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years		SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2024
	Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)		
Leases					
Certificates of Participation	20	25		581,500	7,630,000
General Obligation Bonds	30	51		20,170,266.56	332,121,336
Supp Early Retirement Program	5	01		1,335,175.77	6,675,879
State School Building Loans					
Compensated Absences					

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2024
<b>TOTAL:</b>				<b>346,427,214</b>

Type of Commitment (continued)	Prior Year (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Leases				
Certificates of Participation	581,500	581,500	581,000	580,000
General Obligation Bonds	19,373,683	20,170,267	22,035,114	22,893,780
Supp Early Retirement Program	0	1,335,176	1,335,176	1,335,176
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
<b>Total Annual Payments:</b>	<b>19,955,183</b>	<b>22,086,942</b>	<b>23,951,290</b>	<b>24,808,956</b>
<b>Has total annual payment increased over prior year (2023-24)?</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

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**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

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DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

**Explanation:**  
(required if Yes  
to increase in total  
annual payments)

Increase in GO Bond payments will be funded by Fund 51; the increase to Early Retirement Plan is funded out of GF

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**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

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DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

**Explanation:**  
(required if Yes)

**S7. Unfunded Liabilities**

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2 For the district's OPEB:  
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Employee must be at least 55 years of age, hired prior to 2013, and worked at the Oxnard School District for 15 years for eligibility

3 a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	<input type="text"/>	<input type="text"/>

4 OPEB Liabilities

a. Total OPEB liability	88,857,574.00
b. OPEB plan(s) fiduciary net position (if applicable)	8,592,070.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	80,265,504.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	6/30/2023

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
5. OPEB Contributions			
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method			
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	4,062,493.00	4,062,493.00	4,062,493.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)			
d. Number of retirees receiving OPEB benefits	225.00	225.00	225.00

**S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1 Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No
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2 Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

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3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs


4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
- b. Amount contributed (funded) for self-insurance programs

Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)

**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Number of certificated (non-management) full - time - equivalent(FTE) positions	898	843	828	813

**Certificated (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No
----

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations with certificated staff have not yet begun.
--

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

--

If Yes, date of Superintendent and CBO certification:

--

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

--

If Yes, date of budget revision board adoption:

--

4. Period covered by the agreement:

Begin Date:		End Date:	
-------------	--	-----------	--

5. Salary settlement:

Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
--------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

**One Year Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year

--

or

**Multiyear Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year (may enter text, such as "Reopener")

--	--	--



Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	1,158,665		
		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
7.	Amount included for any tentative salary schedule increases	0	0	0
		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

1.	Are costs of H&W benefit changes included in the budget and MYPs?			
2.	Total cost of H&W benefits	10,796,594	10,570,594	10,345,594
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year			

**Certificated (Non-management) Prior Year Settlements**

Are any new costs from prior year settlements included in the budget?	No		
If Yes, amount of new costs included in the budget and MYPs			
If Yes, explain the nature of the new costs:			

**Certificated (Non-management) Step and Column Adjustments**

1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments		1,313,575	1,307,120
3.	Percent change in step & column over prior year		1.3%	1.3%

**Certificated (Non-management) Attrition (layoffs and retirements)**

1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

**Certificated (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Number of classified(non - management) FTE positions	764.8	769.5	769.5	769.5

**Classified (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations with classified staff have not yet begun.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:  End Date:

5. Salary settlement:

Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
--------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

**One Year Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year

--	--	--

or

**Multiyear Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year (may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	555,545		
		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)

7.	Amount included for any tentative salary schedule increases	0	0	0
		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	4,482,281	4,482,281	4,482,281
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

**Classified (Non-management) Prior Year Settlements**

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Yes		
-----	--	--

**Classified (Non-management) Step and Column Adjustments**

1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments		565,281	570,452
3.	Percent change in step & column over prior year		1.3%	1.3%

**Classified (Non-management) Attrition (layoffs and retirements)**

1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

**Classified (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

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**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Number of management, supervisor, and confidential FTE positions	89	89	89	89

**Management/Supervisor/Confidential**

**Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

Negotiations have not yet begun.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
--	--------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Yes		
Total cost of salary settlement		
% change in salary schedule from prior year (may enter text, such as "Reopener")		

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

177,634		
---------	--	--

4. Amount included for any tentative salary schedule increases

Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
0	0	0

**Management/Supervisor/Confidential**

**Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Yes	Yes	Yes
1,164,380	1,164,380	1,164,380
0.0%	0.0%	0.0%

**Management/Supervisor/Confidential**

**Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
	35,344	35,803
1.3%	1.3%	1.3%

**Management/Supervisor/Confidential**

**Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Yes	Yes	Yes

**S9. Local Control and Accountability Plan (LCAP)**

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

Yes
-----

2. Adoption date of the LCAP or an update to the LCAP.

Jun 26, 2024
--------------

**S10. LCAP Expenditures**

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

Yes
-----

**ADDITIONAL FISCAL INDICATORS**

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

<b>A1.</b>	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
<b>A2.</b>	Is the system of personnel position control independent from the payroll system?	No
<b>A3.</b>	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
<b>A4.</b>	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
<b>A5.</b>	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
<b>A6.</b>	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	Yes
<b>A7.</b>	Is the district's financial system independent of the county office system?	No
<b>A8.</b>	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
<b>A9.</b>	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	Yes

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

**Comments:**  
(optional)

A3: Enrollment Trends The district is expecting a decline in enrollment. This anticipated decline is reflected in the district's Multi-Year Projection (MYP). A6: Retiree Health Benefits The district offers uncapped health benefits to vested retirees who were hired prior to 2013. These benefits are provided until the retirees reach the age of 69. A9: Superintendent Appointment Dr. Anabolena DeGenna has been appointed as Superintendent, effective January 2024.

**End of School District Budget Criteria and Standards Review**

Budget, July 1  
 Estimated Actuals 2023-24  
**Technical Review Checks**  
 Phase - All  
 Display - Exceptions Only

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

**F** - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

**O** - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**GENERAL LEDGER CHECKS**

**EXP-POSITIVE - (Warning)** - The following expenditure functions have a negative balance by resource, by fund. (NOTE: Functions, including CDE-defined optional functions, are checked individually, except functions 7200-7600 are combined.)

**Exception**

FUND	RESOURCE	FUNCTION	VALUE
01	3216	7200-7600	(\$93,061.00)
Explanation: ICR costs not allowed for this resource, backing out PY expenditures to avoid future audit findings through FPM			
01	3217	7200-7600	(\$22,233.00)
Explanation: ICR costs not allowed for this resource, backing out PY expenditures to avoid future audit findings through FPM			

**SUPPLEMENTAL CHECKS**

**DEBT-ACTIVITY - (Informational)** - Long-term debt exists, but it appears that no activity has been entered in the Schedule of Long-Term Liabilities (Form DEBT) for the following long-term debt types:

**Exception**

Long-Term Liability Type	Beginning Balance	Ending Balance
DEBT.GOV.GO.BONDS.9661		\$340,058,815.15
DEBT.GOV.PENSION.LIAB.9663		\$224,988,559.00
DEBT.GOV.OPEB.9664		\$100,080,337.00
DEBT.GOV.COMP.ABS.9665		\$944,861.50
DEBT.GOV.COPS.9666		\$7,759,772.00



Budget, July 1  
Budget 2024-25  
**Technical Review Checks**  
Phase - All  
Display - Exceptions Only

**Oxnard Elementary**

**Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

**F** - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

**O** - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Ventura County Plan for Expelled Students, June 2024-2027 (Fox/Nocero)**

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The Board's approval is requested for the Ventura County Department of Education's (VCOE) Plan for Expelled Students, Triennial Update June 2024-2027. Oxnard School District is one of twenty districts within Ventura County that works in collaboration with VCOE to provide services for expelled students as required by California Education code 48926. This plan is reviewed and revised every three years. The current plan reflects the most recent revisions that were made as a result of VCOE working with representatives from local school districts.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees approve the Ventura County Plan for Expelled Students Triennial Update June 2024-2027 as outlined above.

#### **ADDITIONAL MATERIALS:**

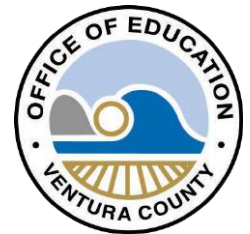
**Attached:** [VC Plan for Expelled Students Triennial Update June 2024-2027 \(56 pgs\).pdf](#)

# Ventura County Plan for Expelled Students Triennial Update June 2024-2027



**Ventura County Office of Education**  
**Dr. César Morales, Ventura County Superintendent of Schools**

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805.383.1900 • [www.vcoe.org](http://www.vcoe.org)



## Collaborative Plan By

Briggs School District  
 Conejo Unified School District  
 Fillmore Unified School District  
 Hueneme School District  
 Mesa Union School District  
 Moorpark Unified School District  
 Mupu Elementary School District  
 Oak Park Unified School District  
 Ocean View School District  
 Ojai Unified School District  
 Oxnard School District  
 Oxnard Union High School District  
 Pleasant Valley School District  
 Rio School District  
 Santa Clara Elementary School District  
 Santa Paula Unified School District  
 Simi Valley Unified School District  
 Somis Union School District  
 Ventura County Office of Education  
 Ventura Unified School District

## Acknowledgements

### Student Services Collaborative Team

Carlos Dominguez, Briggs School District  
 Shauna Ashmore, Conejo Valley Unified School District  
 Carlos Covarrubias, Fillmore Unified School District  
 Irma Melgoza, Hueneme Elementary School  
 Kim Kuklenski, Mesa Union School District  
 Raul Ramirez, Mesa Union School District  
 Melissa Labelle, Moorpark Unified School District  
 Jane Wagmeister, Moorpark Unified School District  
 Marlene Batista, Mupu Elementary School District  
 Tammy Herzog, Oak Park Unified School District  
 Jose Ramirez, Ocean View School District  
 Maria Elena Plaza, Ocean View School District  
 Sherill Knox, Ojai Unified School District  
 Jodi Nocero, Oxnard School District  
 Ray Gonzales, Oxnard Union High School District  
 Carol Bjordahl, Pleasant Valley School District  
 Rebecca Rocha, Rio School District  
 Kari Skidmore, Santa Clara Elementary School District  
 Letitia Bradley, Santa Paula Unified School District  
 Jamie Snodgrass, Simi Valley Unified School District  
 Jesus Vaca, Somis Union School District  
 Marlo Hartsuyker, Ventura County Office of Education  
 Christina Mahone, Ventura County Office of Education  
 Holly Minear, Ventura County Office of Education  
 César Morales, Ventura County Office of Education  
 Stefanie Rodriguez, Ventura County Office of Education  
 Linda Stevens, Ventura County Office of Education  
 Teresa Vega, Ventura County Office of Education  
 Consuelo Hernandez Williams, Ventura County Office of Education  
 Mike Winters, Ventura County Office of Education  
 Maria Elizarraras, Ventura Unified School District

### Community Partners

Erik Nasarenko, Ventura County District Attorney  
 Gina Johnson, Ventura County Probation Agency  
 Declan Tormey, Ventura County Probation Agency  
 Carrie Vrendenburgh, Ventura County Probation Agency  
 Matt Benitez, Ventura County Public Defender  
 Michael Rodriguez, Ventura County Public Defender  
 Pam Darby, City Impact

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## Legal Requirements of a Countywide Expulsion Plan

On July 1, 1996, California Education Code section 48926 became operational. California Education Code 48926 states, “each county superintendent of schools in counties that operate community schools pursuant to section 1980, in conjunction with superintendents of the school districts within the county shall develop a plan for providing education services to all expelled students in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.” California Education Code section 48926 requires county superintendents to submit a plan to the Superintendent of Public Instruction, no later than June 30, 1997, regarding the provisions of educational services to all expelled students in the county.

Section 48926 further provides that each county superintendent of schools, in conjunction with district superintendents in the county, shall submit to the Superintendent of Public Instruction a triennial update to that plan on June 30 thereafter. A list of the board approval dates for each triennial update is contained in this document (see Appendix II).

Education Code section 48926 provides that, in addressing the needs of all expelled students, the countywide plan shall:

- a. Enumerate existing educational alternatives for expelled students, including behavioral intervention practices and an explanation of how such practices may impact the disproportionate number of minority students being suspended or expelled.
- b. Identify gaps in educational services and strategies for filling them.
- c. Identify alternative placements for those expelled students who have failed to meet the terms and conditions of their rehabilitation plan.

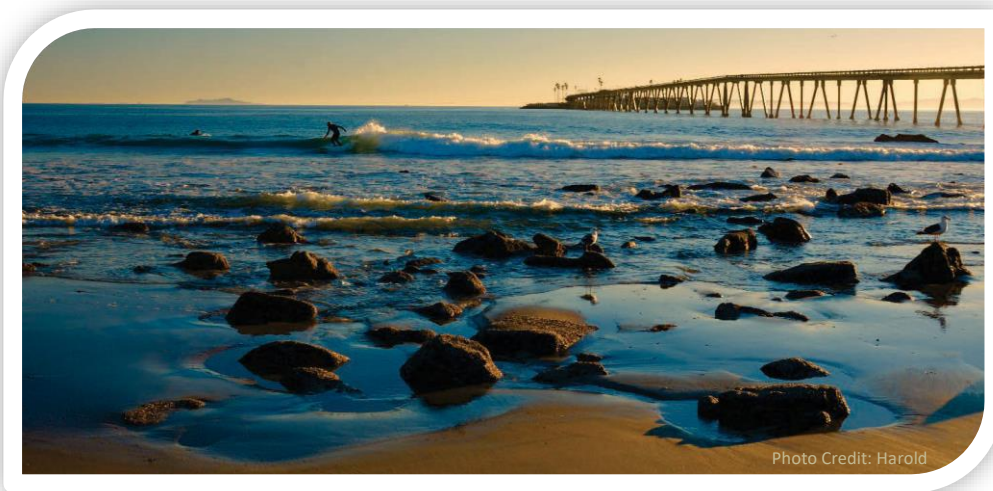
California Education Code section 48916.1 states, “At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion....” Therefore, every Ventura County School District governing board will refer each expelled student to an appropriate educational placement for the expulsion period. The educational placement will be determined on an individual basis by the school district’s governing board based on:

1. The educational needs of students
2. The seriousness of the offense
3. Available educational alternatives
4. Other related factors

## Factors Impacting District-level Alternatives

District-level alternatives for expelled students will vary from one district to another depending on such factors as:

1. District size
  - a. Larger districts may have more options than smaller districts
  - b. Smaller districts may need to rely on county-operated programs or partner with other small districts to develop viable in-district options
2. District philosophy and approach to student discipline which may include varying degrees of:
  - a. Restorative practices
  - b. Alternative means of correction
  - c. Staffing
3. Individual student academic needs and current skill levels as determined by the student's:
  - a. Grades
  - b. State standardized assessments
  - c. Formative and summative assessments
  - d. Quality of schoolwork
  - e. Other formal and informal assessments that may contribute to a better understanding of the individual student's level of academic skills
  - f. Progress on the student's Individual Education Program
4. Attendance patterns shown by the student's excused and unexcused absences and tardiness
5. Behavior in and out of the classroom
6. Communication: Student's ability to communicate and navigate through the formal and informal curriculum and culture of the school
7. Discipline: Discipline history including patterns of past disciplinary offenses and the severity of those offenses
8. Health and medical status which may include:
  - a. Health limitations
  - b. 504 accommodations if any
  - c. Drug and/or alcohol dependence or abuse
  - d. Physical limitations and/or mobility needs
9. Social/emotional well-being including:
  - a. Level of student engagement with peers
  - b. Pattern of conflicts with other students and staff
  - c. Mental Health resources and access
10. Response to instructional approaches - based on existing evidence



## Ventura County Background and Context

Ventura County covers an area of 1,843 square miles and ranks 26<sup>th</sup> in size and 12<sup>th</sup> in population among California’s 58 counties (about a population of 832,000 per US Census). It is bordered on the north by Kern County, on the west by Santa Barbara County, and on the south and east by Los Angeles County. The Pacific Ocean provides the County’s southwestern border stretching along 42 miles of coastline. There are ten incorporated cities in the County. The five cities with populations of 50,000 or more are Oxnard, Simi Valley, Thousand Oaks, Ventura, and Camarillo. Ventura is the County seat. Nineteen school districts in Ventura County (eleven elementary districts, eight unified, and one high school district) provide services to 126,942 students (2022-23 academic year). School districts range in size from the smallest, with fifty students, to the largest, with an enrollment of over 17,000 students.

**Table 1. Three-Year Ventura County Enrollment by Ethnicity**

*Source: California Department of Education*

Year	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2022-23	126,942	1.2%	0.2%	4.4%	1.8%	62.5%	0.2%	26%	3.8%	0.1%
2021-22	128,227	1.2%	0.2%	4.4%	1.8%	62%	0.2%	26.6%	3.7%	0.1%
2020-21	131,481	1.2%	0.2%	4.4%	1.8%	61%	0.2%	27.6%	3.2%	0.1%



**Table 2. Ventura County 2022-23 English Learner Enrollment by Language Acquisition Status and Grade**  
 Source: California Department of Education

Grade	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	To Be Determined (TBD)
KN	11,227	65.9%	2.9%	29.6%	0.0%	1.5%
01	8,412	64.9%	3.8%	30.9%	0.3%	0.1%
02	8,731	64.3%	4.4%	30.1%	1.0%	0.2%
03	8,877	61.5%	5.7%	30.9%	1.9%	0.1%
04	8,913	60.3%	4.9%	29.9%	4.9%	0.0%
05	9,068	57.9%	2.2%	30.0%	9.8%	0.0%
06	9,233	57.4%	2.1%	23.5%	17.0%	0.1%
07	9,524	54.4%	2.3%	20.1%	23.1%	0.0%
08	9,492	54.9%	2.6%	17.1%	25.4%	0.0%
09	10,499	55.9%	2.6%	14.3%	27.1%	0.1%
10	10,717	55.8%	2.9%	12.3%	28.9%	0.1%
11	11,290	54.8%	2.9%	11.5%	30.7%	0.1%
12	10,959	56.2%	3.4%	9.6%	30.7%	0.1%

**English Learner Enrollment: California State and Ventura County Comparison**

*Source: California Department of Education*

Name	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	To Be Determined (TBD)
<a href="#">Ventura County</a>	126,942	58.6%	3.2%	21.7%	16.2%	0.2%
<a href="#">State</a>	5,852,544	60.1%	4.6%	19.0%	15.9%	0.3%

Educators in Ventura County recognize the need for a continuum of educational services for all students, including expelled students. It is important to provide support and service to the expelled student while recognizing the rights of others to be safe. Local educators also recognize the seriousness of an expulsion and are committed to applying careful thought, with an emphasis on fairness and consistency, during the decision-making process.

Educational programs in Ventura County provide many opportunities for students in need of traditional and/or alternative educational programs. Individual school districts offer a spectrum of educational alternatives, and the Ventura County Office of Education (VCOE) offers options via court and community school programs. In addition, the county’s public charter schools offer a wide variety of educational options for students in all grades K-12. Together, the local school districts and VCOE attempt to provide the needed range of services for expelled students.

## Legal References

Below are legal references that are aligned with the suspension and expulsion process. An effective plan aimed at better serving expelled students must take these changes into account in addition to relevant sections of the Education Code that are worthy of note and may assist schools and districts in their efforts to better serve students subject to expulsion. Therefore, this section highlights some of the most important legislation that may impact student suspension and expulsion.

### Suspension

1. [Education Code 48900\(k\) and 48901.1 \(SB 274, Ch. 597, Statutes of 2023\)](#)
  - a. Prohibits school administrators from suspending students for disruption of school activities or willful defiance in kindergarten through grade 5.
  - b. Prohibits, until July 1, 2029, school administrators suspending students for disruption of school activities or willful defiance in grades 6 through 12.
  - c. Prohibits the recommendation to expel a student at any grade level for disruption of school activities or willful defiance.
  - d. Provides that any employee may refer a student to school administrators for appropriate and timely in-school interventions or supports for disruption of school activities or willful defiance. Requires that the administrator, within five business days, document the actions taken in the student's records and inform the referring employee, verbally or in writing, what actions were taken and, if none, the rationale behind the inaction.
2. [Education Code 48900\(v\)](#)
  - a. Encourages school administrators to provide alternatives to suspension or expulsion, using research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the student's specific misbehavior.
3. [Education Code 48900\(w\) \(SB 274, Ch. 597, Statutes of 2023\)](#)
  - a. Prohibits a suspension or expulsion from being imposed against a student based solely on the fact that the student is truant, tardy, or otherwise absent from school activities.
4. [Education Code 48900.5 \(AB 1165, Ch. 22, Statutes of 2023\)](#)
  - a. Encourages schools to consider certain corrective and/or supportive measures when addressing a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying, harassment, or intimidation.

## Expulsion

### 5. [Education Code 48915](#)

- a. Provides the reasons (*e.g.*, secondary or supplemental findings) for which a student may be expelled.
- b. Differentiates between the acts that require immediate suspension and a recommendation to expel from acts that the principal or superintendent may decide that a recommendation to expel is appropriate under the circumstances.
- c. Defines the terms “knife” and “explosive” to ensure the proper application of two of the mandatory expellable offenses: EC 48915(c)(2), brandishing a knife at another person; and EC 48915(c)(5) possession of an explosive.

## Enrollment and Transfer

### 6. [Education Code 1981](#)

- a. Details the conditions under which a county board of education may enroll students in a county community school program as follows:
  - i. Expelled from a school district for any reason other than those specified in EC 48915(a) or (c).
  - ii. Referred to a county community school by a school district as a result of the recommendation by a school attendance review board.
  - iii. On probation, with or without the supervision of a probation officer and consistent with an order of a juvenile court, who are considered to be wards of the court under WIC 601 and 602 and ordered placed pursuant to WIC 725, 729.2, and 791 of, and WIC 727(a)(2).
  - iv. When a school district of attendance has, at the request of the student’s parent, guardian, or responsible adult, approved the student’s enrollment in a county community school.

### 7. [Education Code 48201](#)

Upon a student’s transfer from one school district to another:

- a. Provides that the receiving district requests from the student’s last district of enrollment any records that it maintains or has received from law enforcement agency regarding acts committed by the transferring student that resulted in the student’s suspension or expulsion from the district.
- b. Provides that the receiving district informs any of the student’s teacher(s) of any information where the student was suspended from school or expelled from the school district and the act that resulted in that action.

#### 8. [Education Code 48915.1](#)

For students who were expelled by a school district, and seeking to enroll in another school district while under an expulsion order for an act *other than* those described in EC 48915(a) or (c):

- a. Requires the parent, guardian, or student to inform the receiving district or the student's status at the previous district at the time of enrollment.
- b. Requires that the receiving district hold a hearing to determine whether the student poses a continuing danger either to the students or employees of the district.
  - i. The hearing and notice must be conducted in accordance with the rules and regulations governing the expulsion hearing as described in EC 48915.
  - ii. If the parent, guardian, or student did not disclose the student's status at the time of enrollment, the lack of compliance is recorded and discussed in the hearing.
  - iii. The governing board of the receiving district may consider the following options:
    - Deny enrollment.
    - Permit enrollment.
    - Permit conditional enrollment in a regular school program or another educational program.
- c. The receiving district may request information from another district regarding a recommendation for expulsion or the expulsion of an applicant for enrollment. The district receiving the request must respond to the request with all deliberate speed but must respond no later than five working days from the date of the receipt of the request.

#### 9. [Education Code 48915.2](#)

For students who were expelled by a school district, and seeking to enroll in another school district while under an expulsion order for an act described in EC 48915(a) or (c):

- a. Provides that the student is not permitted to enroll in any other school or school district during the period of expulsion unless it is one of the following:
  - i. County community school
  - ii. Juvenile court school
  - iii. Community day school
- b. After the term of expulsion, provides that the governing board of the district must first conduct a hearing, pursuant to EC 48918, to determine that the student does not pose a danger to either the student or employees of the district. If not considered dangerous to persons, the student must either have established residence within the district or have obtained an interdistrict transfer permit in order to enroll in the district.

## Credits and Graduation Requirements

### 10. [Education Code 48645.5](#)

- a. Specifies that an LEA must accept full or partial credit for coursework satisfactorily completed by a student while attending a public school, juvenile court school, or nonpublic, nonsectarian school or agency. The coursework is transferred by means of the standard state transcript.
- b. Provides that if a student completes the graduation requirements of the school district of residence while being detained, the district of residence must issue to the student a diploma from the school the student last attended before detention; alternatively, the county superintendent of schools may issue the diploma.
- c. Prohibits a student from being denied enrollment or readmission to a public school solely on the basis that the student has had contact with the juvenile justice system, including, but not limited to:
  - i. Arrest
  - ii. Adjudication by a juvenile court
  - iii. Formal or informal supervision by a probation officer
  - iv. Detention for any length of time in a juvenile facility or enrollment in a juvenile court school

Pursuant to EC 48853.5(f)(8)(B), a student who has had contact with the juvenile justice system must be immediately enrolled in a public school.

- d. Details the requirement that if a student completes the statewide coursework requirements for graduation specified in EC 51225.3 while attending a juvenile court school, the county office of education will issue to the student a diploma of graduation and will not require the student to complete coursework or other requirements that are in addition to the statewide coursework requirements.

### 11. [Education Code 51225.1](#)

- a. Outlines the exemption from board-established coursework or other graduation requirements that are in addition to the statewide coursework requirements for foster youth, including expelled foster youth in custody, and students transferring to school districts from juvenile court schools.

## School Accountability System

### 12. [Education Code 52066](#)

- a. Details the requirements of what must be included in a County Office of Education Local Control Accountability Plan, including a provision that requires such plans to detail how the COE will coordinate services for expelled students.
- b. To view the most recent VCOE LCAP which details goals related to serving expelled students, please refer to [www.vcoe.org/School-Accountability/VCOE-LCAP](http://www.vcoe.org/School-Accountability/VCOE-LCAP).

### 13. [California School Dashboard](#)

- a. The State of California provides meaningful information to parents/guardians and educators on school and district progress. The California School Dashboard shows how schools perform on multiple measures of practice including academics, school climate and culture, college and career readiness, attendance, and student discipline.
- b. To view a local district or VCOE Dashboard, please refer to [www.caschooldashboard.org/#/Home](http://www.caschooldashboard.org/#/Home) on the CDE web page and enter the name of the educational agency you wish to view. On this page, you will also find a quick guide and tutorial video to help you understand the California School Dashboard system of accountability.
- c. It is also important to note that Gateway Community School qualifies and is designated by the California Department of Education as an Alternative Education School and, as such, will participate in the accountability model reflecting modified methods of determining performance on state-mandated areas of the Dashboard. This model is called the Dashboard Alternative School Status (DASS). For eligibility requirements related to schools participating in DASS [click here](#).

## Joint Transition Policy

### 14. [Education Code 48647](#)

- a. Encourages LEAs to enter into an MOU and create joint policies and systems, including data sharing systems, transition centers, and other joint structures that will allow for the immediate transfer of educational records, create uniform systems for calculating and awarding course credit, and allow for the immediate enrollment of pupils transferring from juvenile court schools.
- b. Details the responsibility of the county office of education and county probation department to have a joint transition planning policy that includes collaboration with relevant LEAs to:
  - i. Improve communication regarding dates of release and the educational needs of students who have had contact with the juvenile justice system
  - ii. Coordinate immediate school placement and enrollment
  - iii. Ensure that probation officers in the community have the information they need to support the return of students who are being transferred from juvenile court schools to public schools in their communities
- c. Please see attached Memorandum of Understanding between the Ventura County Office of Education and the Ventura County Probation Department herein incorporated as Appendix IV. The MOU serves as the joint policy required under Education Code 48647 (b) noted above.

## Provisions for Foster and Homeless Youth

### 15. [Education Code 48853.5](#), [48915.5](#) and [48918.1](#) ([AB 740, Ch. 400, Statutes of 2022](#))

- a. Provides that a foster child's educational rights holder, attorney, and county social worker are afforded the same rights a parent/guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Any notice or invitation may be made using the most cost-effective method possible (*e.g.*, email or phone call).
  - i. Specifies that the notice of the expulsion hearing must be provided to the foster youth's educational rights holder, attorney, and county social worker at least 10 calendar days before the date of the hearing.
  - ii. Specifies that when a change of placement is proposed for a foster child who is also an individual with exceptional needs, the foster youth's educational rights holder, attorney, and county social worker must be invited to participate in the individualized education program team meeting that makes a manifestation determination.
- b. Requires that the district's homeless liaison be provided notice of the expulsion hearing at least 10 calendar days before the date of the hearing if the decision to recommend expulsion is a discretionary act; if the recommendation of expulsion is required, the notice may be provided to the homeless liaison. The notice may be made using the most cost-effective method possible (*e.g.*, email or phone call).
- c. Requires that if the individual with exceptional needs is a homeless child or youth, and the LEA has proposed a change of placement due to an act for which a decision to recommend expulsion is at the discretion of the principal or the district superintendent of schools, the LEA's liaison for homeless children and youth must be invited to participate in the individualized education program team meeting that makes a manifestation determination. The invitation may be made using the most cost-effective method possible (*e.g.*, email or phone call).



## Existing School District Educational Alternatives for Expelled Students

Each school district shall ensure that instructional services are provided for students who have been recommended for expulsion and/or awaiting placement. A student whose behavior has resulted in expulsion, including a stipulated expulsion, shall be given a rehabilitation plan that is designed by the district of residence (see Appendix VI for Model Rehabilitation Plan). Student progress towards meeting the requirements of the rehabilitation plan should be monitored by the district of residence and the school of placement alike. Appropriate documentation should be maintained by the school of placement and presented to the district of residence upon a recommendation to return to the district.

The governing board of each school district will determine which educational alternatives are appropriate and available. Educational alternatives throughout Ventura County for students recommended for expulsion include, but are not limited to, the following options:

- Expulsion, suspended order, with placement on the same campus. EC 48917(a)
- Expulsion, suspended order, with placement on a different school campus within the district. EC 48917(a)
- Expulsion, suspended order, with placement in district independent study, if it is determined that independent study is an appropriate alternative for the student and the parent/guardian consents
- Expulsion, suspended order, with subsequent transfer to another district
- Expulsion with referral to a district community day school, if available
- Expulsion, suspended order, with subsequent transfer to a charter school
- Expulsion, suspended order, with subsequent transfer to private school
- Expulsion with subsequent transfer to another district
- Expulsion with subsequent transfer to a charter school
- Expulsion with subsequent transfer to a private school
- Expulsion with referral to the Ventura County Office of Education Gateway Community School Program (grades 6-12)

Note: Parents/guardians may elect to have the student enroll in a charter or private school. While charter schools are cost-free public schools, any costs associated with private schools are the responsibility of the parent/guardian. School districts will always offer a public school option for expelled students. A list of current charter schools in Ventura County can be found in Appendix III on page 44.

The Ventura County Office of Education (VCOE) is committed to providing educational services for students expelled or referred from Ventura County school districts. Educational services for expelled Ventura County students are provided through Gateway Community School. Also, expelled students in custody while awaiting adjudication or who are wards of the juvenile court serving a commitment in the Ventura County Juvenile Facility are provided educational services through Providence Court School.

## Implementation of Countywide Practices to Address the Disproportionate Number of Minority Students Who Are Suspended or Expelled in Ventura County

Student services representation from LEAs in Ventura County have contributed to the development of this section of the Ventura County Plan for Expelled Students. This section of the plan reflects the countywide practices and behavior intervention approaches used to minimize the number of suspensions and expulsions. These practices have impacted the disproportionate number of minority students being suspended and expelled by allowing students, staff, and families access to resources within the school environment and in the community to address social emotional/mental health needs, equity of resources across all demographics, access to interventions and a collaborative effort to meet the individual needs of students.

Districts throughout the County address equity issues by:

1. Participating in professional learning opportunities focusing on Diversity, Equity, Inclusion, and Belonging such as the annual countywide Equity Conference sponsored by the Ventura County Office of Education
2. Providing support through Student Assistance Programs that support students and their families in accessing countywide educational and behavioral support resources
3. Providing mental health training for counselors to support students in crisis
4. Providing Mental Health/Wellness Spaces on middle school and high school campuses. With on-campus programming and community-based partnerships, this allows students to receive coordinated health/mental health and other support services maximizing engagement and success
5. Making referrals to community agencies for student and families to have access to services such as Evening Reporting Centers operated by Probation and outside of school counseling

Additional practices that Ventura County districts implement and provide staff development are the following:

- A. **Multi-Tiered System of Support and Response to Instruction and Intervention** – Ensuring the success of all students requires meeting the needs of students, academically, behaviorally, and social-emotionally. Ventura County educators remain committed to implementing programs and interventions that will ensure all students can succeed. Resources and additional information provided by the Ventura County Office of Education, including conceptual framework for how best to view Multi-Tiered System of Support (MTSS) and Response to Intervention (RTI2), can be found [here](#). Another resource from the California Department of Education can be found [here](#). Utilizing a multi-tiered system of support and response for students provides equitable access and opportunity to California State standards. This framework provides all students access to core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral, and social success. Change and redesign of services and supports is a focus.

- B. **PBIS** – Positive Behavior Intervention and Support (PBIS) relates to a multi-tiered approach to social emotional and behavior support. The broad purpose of PBIS is to improve the effectiveness, efficiency and equity of schools and other agencies. PBIS improves social-emotional and academic outcomes for all students, including students with disabilities and students from underrepresented groups. This description is provided by, and more information can be found at: [www.pbis.org](http://www.pbis.org). Resources and additional information provided by the Ventura County Office of Education can be found [here](#).
- C. **CHAMPS** – CHAMPS is a research and evidence-based approach to Positive Behavior Intervention and Support (PBIS) designed by [Safe and Civil Schools](#). The “CHAMPS Proactive and Positive Approach to Classroom Management” leads teachers through a process of identifying and maintaining the effective aspects of their current management plan while adding and/or strengthening any missing or less-effective aspects. With an emphasis on preventing misbehavior before it occurs and a tireless focus on respectful interactions with children, CHAMPS is designed to reduce classroom disruptions and office referrals, improve classroom climate, increase student on-task behavior, and establish respectful and civil interactions. Additional information and resources offered by the Ventura County Office of Education can be found [here](#).
- D. **Restorative Practices** – Restorative Justice is an approach to school discipline that moves away from traditional punishment and provides families, schools and communities accountability and repairs the harm caused by someone’s behavior. It requires students to think about themselves and how they deal with others in their community and to work on developing healthy relationships and learning how to manage conflict in a healthy manner. It allows students to develop self-discipline and self-awareness and promote positive behavior in a caring, supportive environment. Restorative Justice is increasingly used in schools throughout Ventura County to promote positive school climates and as an alternative to suspension or expulsion. Resources and more additional information provided by the Ventura County Office of Education can be found [here](#).
- E. **Trauma Informed Care** – Traumatic stress can arise from a variety of sources: bullying at school, dramatic weather events, school shootings, and the day-to-day exposure to events such as divorce or homelessness. Children *and* adults can be affected by traumatic stress. Having the tools to manage traumatic stress empowers the members of the school community. In a trauma-informed school, the adults in the school community are prepared to recognize and respond to those who have been impacted by traumatic stress. Those adults include administrators, teachers, staff, parents, and law enforcement. In addition, students are provided with clear expectations and communication strategies to guide them through stressful situations. The goal is to not only provide tools to cope with extreme situations but to create an underlying culture of respect and support. Opportunities for professional development through VCOE for school staff throughout the year are offered. Resources and additional information provided by the Ventura County Office of Education can be found [here](#).

- F. **Instructional Support Services** – Instructional Support Services, operated through Ventura County Office of Education, provides professional learning to augment and support the learning and teaching in the educational programs and services offered by school districts, schools, and charters for multilingual learners, and families as educational partners, within Ventura County. Our purpose is to serve and support educators across roles with continuous improvement in the building of capacity, knowledge, and skillset via professional development and resources in order to foundationally build equitable and effective instructional systems for all students to thrive in our schools academically and social-emotionally for college and career pathways of their choosing. Resources and additional information provided by Ventura County Office of Education can be found [here](#).
- G. **Career Education** – The State of California has emphasized the importance of career readiness in a variety of ways including substantial funding of career pathways and career and technical education incentive grants. In addition, California’s new Accountability System includes a Career/College Readiness Indicator. Gateway Community School will continue to offer opportunities for expelled students to participate in career pathways and exploratory career education courses. Career Technical Education (CTE) courses are offered as part of the Gateway master schedule, staffed by VCOE’s teachers. CTE programs are based on state CTE Model Curriculum Standards. Students may continue their career education through participating in VCOE’s ROP Career Education Center programs for high school and out-of-school youth. Resources and additional program information provided by the Ventura County Office of Education can be found [here](#).

## Interagency Collaboration

Interagency collaboration takes place on an ongoing basis. Partners work together to ensure that the needs of the students are met. Agencies partner to support students both academically and socially. Collaboration occurs within and between the following entities:

1. [The Ventura County Student Services Collaborative](#) (SSC) consists of student services administrators from all districts in Ventura County. The SSC is designed to collaborate on best practices and programming for the benefit of all students. The SSC meets monthly. This group annually reviews [five-year suspension and expulsion data](#). This review includes the analysis of student subgroups and whether there are disproportionate numbers of minority students suspended and expelled. Members of the SSC then have an opportunity to share the findings with their local stakeholders and devise a plan to address the disproportionality of minority students who are suspended or expelled if needed.
2. [Juvenile Specialty Services](#)
3. [The Juvenile Detention Alternatives Initiative](#)
4. [The VCOE Special Populations Department](#) focuses on serving foster, homeless and migrant youth
5. [The Ventura County School Attendance Review Board](#)
6. The THRIVE (Truancy Habits Reduced Increases Vital Education) Project focuses on improving student attendance.
7. VC Community based agencies and public advocates including [CRLA](#) and [City Impact](#)
8. The [Ventura County Special Education Local Planning Area](#) focusing on serving the needs of students with exceptional needs.
9. The numerous collaborative efforts involving our county school districts and especially the leadership of the Superintendents.
10. Local Law Enforcement
11. [VC Probation Agency](#)
12. [VC District Attorney's Office](#)
13. [VC Public Defender's Office](#)
14. [VC Human Services Agency](#)
15. [VC Health Care Agency](#)
16. [VC Juvenile Court Judges](#) and the [JJJPC](#) (Juvenile Justice Delinquency Prevention Commission).
17. [YES Collaborative](#) (Youth, Equity and Success) mission is to promote equity and well-being for the youth in Ventura County.

Ventura County is an exceptional place to live and work and the collaborative spirit exemplified by all these agencies and their collaborative efforts are second to none. The continued excellence of our services to expelled youth will require the ongoing commitment of the entire community.

## Rehabilitation Plans

When students are expelled, districts complete a plan for rehabilitation. The rehabilitation plan plays a critical role in addressing each student's needs and providing services that help to prepare them to return to their district. The development and implementation of an appropriate and individualized rehabilitation plan is designed to address the student's strengths and needs and works to provide the student with an *attainable* set of goals necessary to achieve in order to return to their district (see Appendix VI for Model Rehabilitation Plan).

### Education Code 48916

The governing board must recommend a plan of rehabilitation for the student at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

## Gateway Community School

### Purpose

Gateway Community School was established in 1980 by the Ventura County Office of Education. It is located in Camarillo, CA off Pleasant Valley Road at the Camarillo Airport Campus. Gateway serves students in grades 6-12. Students enrolled at Gateway generally need more intensive support services.

Gateway is committed to preparing students to be respectful, positive, productive, and proud young adults. This is a commitment that Gateway has made to its students, parents/guardians, community, and school districts. Gateway staff works collaboratively with students, parents/guardians, local public-school districts, Ventura County Probation Agency, and other community agencies to provide Gateway students with a renewed sense of educational purpose through high expectations and social emotional support.

The primary goal at Gateway is preparing students for academic success and for eligibility to return to their local public-school districts. Students who do well at Gateway may choose to stay and graduate with their high school diploma from Ventura County Office of Education.

Gateway Community School is a national visitation site recognized by [Safe & Civil Schools](#) for its successful implementation of positive behavior intervention and supports. Gateway is also fully accredited by the Western Association of Schools and Colleges (WASC).

**Table 3. Four-Year Analysis: Attendance, Enrollment, and Suspensions**

	Attendance Rate	Average Enrollment	Suspensions
2022-2023	83.42%	76	17
2021-2022	78.5%	62	17
2020-2021	80.6%	79	0
2019-2020	70.47%	93	11

### Gateway Community School: Key Characteristics

- Positive Behavior Intervention Support (PBIS):** Gateway Community School is locally and nationally recognized for its implementation of *CHAMPS*.
  - History and Awards:** A schoolwide implementation of the *CHAMPS* through the *Safe and Civil Schools* approach to positive behavior interventions and support (PBIS) is utilized at Gateway. In 2013 and 2017, the founder of *Safe and Civil Schools* designated Gateway as a national visitation school for best practices in PBIS.
  - PBIS Approaches:** Gateway utilizes the TEAM acronym to engage students in ways that are positive, proactive, and instructional. Staff participate in ongoing reflection, analysis,

and professional development to ensure fidelity of implementation. A core principle of these approaches' rests in the belief that all students at Gateway should be treated with dignity and respect.

- **T** – Structure the learning environment. All staff create an array of classroom and schoolwide routines and procedures to provide a foundation for students at Gateway. Treat people and items with respect. All staff have a routine for items used in the classroom and on campus
- **E** – Teaching expectations. Each classroom has different expectations for participation. Allowing a space for all opinions, needs and views to be shared is essential for a positive classroom environment
- **A** – All staff and students deserve to feel safe. We respect the boundaries and personal items of our peers and classroom.
- **M** – Making mistakes helps us improve. We work as a team to figure our challenges.

2. **Community Service Agencies:** Gateway Community School is proud to partner with many agencies that provide essential support to students such as:

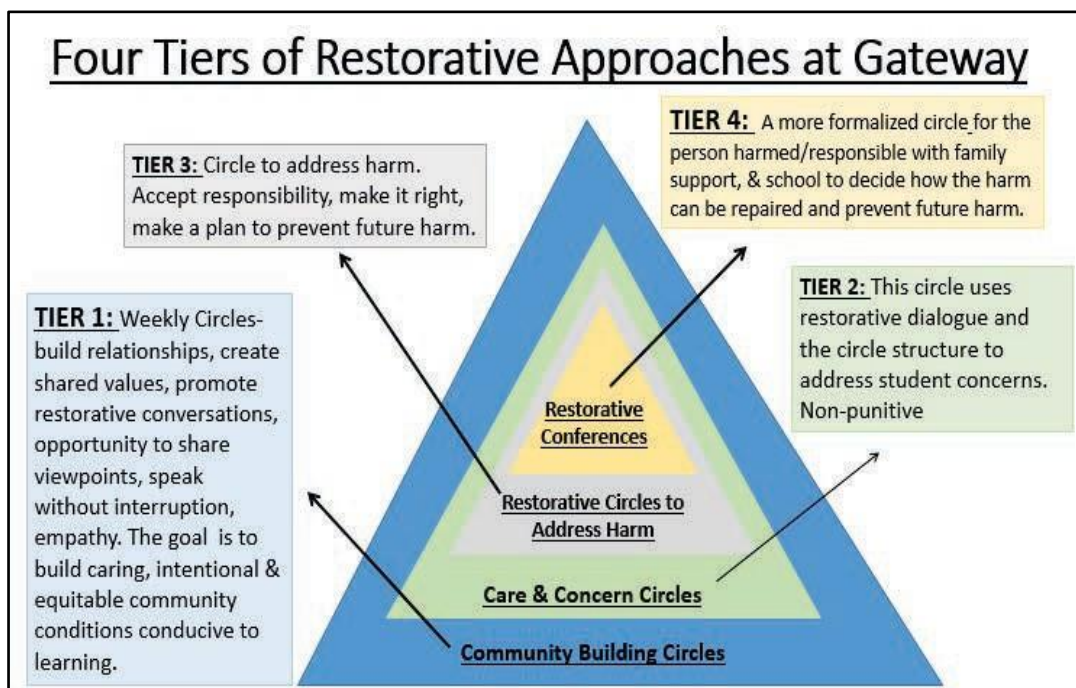
- Ventura County Probation Agency (VCPA) provides support during family engagement opportunities such as open houses and back to school nights. VCPA also provides support to staff with case management and site visits.
- Ventura County SELPA (VC SELPA) provides support for students and families. VC SELPA also provides professional development opportunities to staff and training/workshops for families.
  - Ventura County Behavioral Health (VCBH) provides support to students such as intensive social emotional and mental health support.
  - Ventura County Public Health (VCPH) provides support to protect and improve the health of students and families. Nurses participate in our School Accountability and Review Board providing resources, referrals and case management as needed.



**Table 4. Socio-emotional Services Offered to Students at Gateway Community School**

Counseling Service	Agency/Provider
Anger Management	<ul style="list-style-type: none"> <li>• Coalition for Family Harmony</li> <li>• VCOE</li> </ul>
Career Counseling	<ul style="list-style-type: none"> <li>• VCOE Career Education Center</li> <li>• VCOE College and Career Counselor</li> </ul>
Drug and Alcohol	<ul style="list-style-type: none"> <li>• Ventura County Behavioral Health</li> <li>• VCOE Comprehensive Health and Prevention</li> <li>• VCOE</li> </ul>
Grief Services	<ul style="list-style-type: none"> <li>• Livingstone Memorial</li> <li>• VCOE</li> </ul>
Health Education	<ul style="list-style-type: none"> <li>• VCOE</li> </ul>
Healthy Choices	<ul style="list-style-type: none"> <li>• Cal-Safe</li> <li>• VCOE</li> </ul>
Individual Counseling	<ul style="list-style-type: none"> <li>• VCOE</li> <li>• Ventura County Behavioral Health</li> <li>• City Impact</li> </ul>
Positive Choices	<ul style="list-style-type: none"> <li>• Ventura County SELPA</li> <li>• VCOE</li> </ul>

3. **Restorative Justice:** Gateway Community School employs a schoolwide approach to building a strong community that effectively addresses harm to others.
  - Gateway uses Restorative Justice practices to effectively address harm and conflicts that have taken place on the school campus and in the community. Restorative Justice focuses on repairing the harm caused by inappropriate behavior. People who have been harmed have a say in how the person who behaved hurtfully should “make it right”. Individuals who acted wrongfully take responsibility for the hurt they have caused and take steps to repair the harm. This firm but fair approach works with disciplinary action in a more caring, healthy manner.
  - Four separate tiers of Restorative Approaches have been adopted and implemented by Gateway students and staff. The graphic below describes each of the tiers and indicates a progression of need and support offered through a variety of these restorative approaches.



4. **Academics:** Gateway Community School students are offered opportunities with staff support to engage in relevant and meaningful learning.
- Students at Gateway benefit from a small learning environment that provides the support necessary for students to succeed. On average, there are 15 students or less in each classroom. Five full-time paraeducators work inside of the classrooms to provide students with individual and group support.
  - Project-based learning is one approach that Gateway teachers utilize to create more meaningful and relevant instruction related to the California state standards. Teachers receive ongoing professional development to create units of learning that contain the following: public product, challenging question or problem, sustained inquiry, authenticity, student voice and choice, reflection, as well as critique and revision.
  - Gateway offers students essential opportunities and exposure to Career Technical Education. All students have an opportunity to participate in the nearby VCOE Career Education Center (CEC). Students can take CEC classes during the regular school day. Current and previous courses include: Autobody/Auto Paint, Manufacturing, Digital Media, and Medical Terminology. Students can also concurrently enroll in semester-long CEC courses after the Gateway school day or participate in the range of CEC summer camps offered in July.
5. **Pro-Social Activities:** Gateway Community School students participate in many activities throughout the year that bring students closer to their school and local communities.
- Gateway Leadership Class – High school students interview and apply to participate in the Gateway Leadership Class. This group of students plans a variety of pro-social and educational experiences for the entire school, such as Red Ribbon Week. These students also engage in leadership training opportunities and field trips.
  - Intramural sports – Students compete during lunch in 3-on-3 soccer, handball, basketball, and kickball. Each year, Gateway competes with other alternative high school programs in sports activities such as basketball, flag football, and dodgeball.
  - Holidays – Students celebrate the holidays together by participating in a host of activities, including a Thanksgiving Feast, Halloween costume contest, Family Winter Wellness Night, and Valentine’s Day grams.
  - Community service – Students are regularly given opportunities to give back to and learn about their community. In the past, students have facilitated food drives or a collection of items for families during the holiday season. Students have also volunteered at the nearby animal shelter.

6. **Personal Development Course:** First period is a Personal Development course focusing on themes such as kindness, diversity, empathy, positive goal-setting, making positive choices and so forth. Teachers use Social Emotional Learning Curriculum and students have the opportunity to learn about managing their emotions, maintaining positive relationships, and having empathy towards others. This time can also be when social emotional groups are presented by the counseling team.
7. **Reset:** Reset is a dedicated program to address behavioral concerns, transform students and maintain academic integrity within our school community. It is a classroom designed as an alternative to suspension and provides students the opportunity to “reset” what is happening at school or in the community. Students access social emotional support through our counselors and outside agencies, academic support in a smaller setting, and may engage in restorative conversations. Students can be sent by a teacher or administrator for a class period, half of the day, or an entire day depending on the need of the student or situation. The goal is for a student to access what they need with direct support/instruction from the staff.
8. **Transition:** Students participate in a Transition Session staffed with a full-time teacher who acclimates new students to campus. The Transition Session includes academic assessments, campus tours, credit requirement checks, and review of schoolwide expectations. Gateway Community School is focused on providing essential support for students to successfully transition back to their home districts and into the community.
  - A full-time Induction/Transition Specialist at Gateway works to ensure the timely enrollment and return of students to their home districts. This includes working with students detained in the Juvenile Facilities, no matter the reason for their stay. The specialist conducts in-person bilingual orientations for students and families, provides ongoing communication with home districts, and regularly monitors each student’s expulsion rehabilitation.
  - Some districts regularly meet with their students who are enrolled at Gateway. During these visits, the district representative can review the students progress and receive accurate information from the Gateway staff.
  - Gateway students are regularly exposed to experiences that support their career/college readiness. In partnership with the VCOE Career Education Center (CEC), students tour local businesses or industries and participate in job fairs for various career fields. Students also tour local colleges, universities, and trade schools in Ventura and Santa Barbara County. A full-time school counselor supports seniors and their families with one-on-one assistance in applying for financial aid and college enrollment.

**Special Education Students: Academic Provisions**

Gateway has historically served students with mild/moderate disabilities. Gateway continually monitors students' IEPs, and when necessary, convenes an IEP team to discuss students who are not making significant progress on their educational goals.

The middle school is a 100% general education program and provides specialized academic (SAI) in English, Math, Science, and Social Studies via a push in model. Services are delivered by a credentialed Special Education teacher or special education paraeducator under the supervision and guidance of the Special Education teacher.

The high school offers SAI in English, Directed Studies, and Math via a special education classroom. SAI in Science and History are delivered in a general education setting via push in model with support from a credentialed Special Education teacher and/or special education paraeducator under the supervision and guidance of the Special Education teacher.

Speech and occupational therapy services are available in a small group (when applicable and appropriate) or individual sessions during the school day. (These service providers are not "housed" at Gateway and have multiple sites; therefore, they are not available on a daily or "as needed" basis).

Educationally Related Social Emotional Services (ERSES) are available from an Intensive School Based Therapist (ISBT). However, Gateway does not have "in house" ISBTs and the ISBT may not be accessible throughout the school day to the student.

***Independent Study (EC 51744 et seq.)***

The Independent Study program serves as an optional alternative instructional strategy by which students may reach curriculum objectives and fulfill graduation requirements. Independent study offers a means of individualizing the education plan for students whose needs may be best met through study outside of the regular classroom setting.

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

Independent Study is a voluntary program and entails commitment by the parent/guardian and student.

*Home Instruction (5 CCR section 3051.4)*

States that a student can be placed on home instruction through an IEP team decision. If a student is placed on home instruction, the student will be unenrolled from Gateway and re-enrolled in District of Residence (DOR) during the interim period of home instruction.

## Wellness Centers

### **Mental Health Services Act (MHSA), Mental Health Student Services Act (MHSSA)**

In 2004 California voters passed the Mental Health Services Act. This is designed to expand and transform California's behavioral health system to better serve individuals with, and at risk of serious mental health issues, and their families. In 2020 a report on the Mental Health Student Services Act (MHSSA) was released. It stated that a governmental response was needed to address the growing mental health crisis among California's children using a comprehensive effort and making schools centers of wellness.

### **Wellness Centers/Spaces**

Due to the COVID-19 pandemic, districts and schools developed wellness spaces and centers on campus to address the emotional impact of returning to campus. Wellness Centers are designed to bring together services for students to access while on campus. These services can come from a variety of resources for students to have access to and are centralized right on the school site. With on-campus programming and community-based partnerships, students receive a coordinated effort in social emotional and mental health support to maximize their engagement and success. These services can be a scheduled time to come into spaces like breaks and lunch or popping in to meet with a counselor. Interventions and services can include mental health screening, intervention, counseling, education, and referrals. Interventions can also include crisis intervention and links to mental health resources, treatment, suicide intervention, dropout prevention and outreach to high-risk youth. Coordination with health, educational, and other community services promotes a concerted effort for student health and wellbeing.

The goals of the Wellness Centers include:

- Prevent mental illness from becoming severe and disabling
- Reduce risk factors that negatively affect mental health and academic success
- Improve access to school and community-based mental health services
- Create safe and supportive environments where high school students can discuss concerns and needs in a confidential and nonjudgmental space
- Create a space for peers by peers

Gateway developed a wellness team that included counselors, mental health counselors and behaviorists who revamped spaces on campus. Spaces were painted and outlined with soft and cozy furniture to hold group meetings. Social-emotional specialists have continued to offer mental health services, screening, assessments, and direct service via virtual formats.

## County and District Gaps and Strategies Regarding the Provision of Education Services to Expelled Students

### 2021-2024 Service Gaps Summary

For the 2021-2024 Ventura County Plan for Expelled Students, four gaps in services were identified. The following will discuss these identified gaps.

Identified service gap number one addressed students who refuse to attend, refuse program services, or refuse instruction such that instruction cannot occur (Education Code 48926). This service gap continues to be a challenge. A collaborative effort continues to be made to exhaust all interventions, collaborate with districts of residence, community resources, and parents/guardians.

Identified service gap number two addressed students who were expelled due to a threat. This is no longer an identified gap. In collaboration with local LEAs, the number of students bringing weapons to campus has increased. Thus, this has been deemed as an educational service gap. Education for students and families along with resources in this area have been available.

Identified service gap number three addressed substance use and abuse among Ventura County Youth. Based on collaboration with LEA's, this continues to be a challenge on campuses and continues to be a collaborative effort for districts, community resources, and families.

Identified service gap number four addressed College and Career Readiness for students. This continues to be a gap as information, college/career fairs and FAFSA workshops, are made available to students and families. Local districts continue to strive for students graduating to have a plan, enrollment information, or career path.

### 2018-2021 Service Gaps Summary

For the 2018-2021 Ventura County Plan for Expelled Students, five gaps in services were identified. The following will discuss these identified gaps.

The identified gap in services number one addressed the ability for Ventura County to serve expelled students who refuse to attend, refuse program services, or refuse instruction such that instruction cannot occur (Education Code 48926). This gap continues to be a challenge, and Ventura County schools continue to exhaust all interventions (see pages 23-28 for a list of services provided). This service gap and interventions will continue.

The gap in services number two stated that, although scarce, Ventura County was unable to serve expelled youth from elementary school districts. This is no longer an identified gap. Local LEAs that serve elementary school students have successfully used local services to address the needs of students who have demonstrated behavior difficulties and have committed expellable offenses.



The gap in services number three also addressed elementary school expelled students, specifically students who are in fourth and fifth grades. This gap stated that these students do not have the same educational options available as expelled students in grades six to twelve. This is no longer an identified gap. Elementary districts have effectively used their local alternatives to provide services to these students.

The gap in services number four stated that districts in geographically distant areas could not refer expelled students to Gateway Community School due to transportation limitations. This is no longer a gap. In collaboration with districts, Gateway Community School successfully provides transportation to students who live in geographically distant areas.

The gap in services number five identified the need for districts to ensure that they provide translation services for students and families of the Mixteco community during the expulsion process. This is no longer an identified gap as districts ensure that translation is secured for families of the Mixteco community throughout the expulsion process. In addition, gap number five addressed the need for Gateway Community School to provide translation services for families from Mixteco communities. Gateway Community School has developed an effective system that secures Mixteco translation services as needed.

### 2024-2027 Service Gaps

Per Education Code 48926, “The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps.” The following four gaps have been identified with respect to providing educational services to expelled students. **In collaboration with Local Educational Agencies (LEAs) and Ventura County Office of Education, confirmation that many of the previously identified Gaps and Strategies are still relevant.**

Service Gaps	County/District Strategies
<p><b>Service Gap #1</b></p> <p>Serving expelled students who refuse to attend or who refuse program services or instruction such that instruction cannot occur. (<a href="#">Education Code 48926</a>)</p>	<p><b>Service Gap #1 Options</b></p> <p>Options for serving expelled students who refuse to attend or who refuse program services or instruction such that instruction cannot occur. (<a href="#">Education Code 48926</a>)</p>
<p>A student is expelled from the district under Education Code 48915 and after being accepted at Gateway Community School refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way.</p> <p>Chronic Absenteeism continues to be a gap.</p> <ul style="list-style-type: none"> <li>• Not noted in 2021</li> <li>• 54.5% noted in 2022</li> <li>• 63.3 noted in 2023</li> </ul>	<p>A collaborative effort will be made to address the underlying causes and identify additional services which will serve the student’s academic and behavioral needs. Services currently offered at Gateway will be provided to the greatest extent possible. Additional services necessary will be the responsibility of the referring district.</p> <ol style="list-style-type: none"> <li>a. The County and district will exhaust their existing options to include collaborating with partner agencies to determine an educational program that will provide the student with educational options.</li> <li>b. The district may approve additional services such as additional support staff dedicated to the student, augmented social-emotional interventions, or substance interventions beyond what is already provided at Gateway.</li> <li>c. The district may approve alternative placement such as a non-public school or camp setting with more restrictive settings.</li> <li>d. Students can apply to a charter school at no expense to the parent/guardian or to a private school where any costs would be borne by the parent/guardian. Neither the charter school nor private school is obligated to accept the student.</li> <li>e. Students will have access to wellness spaces on site with the counseling team. Referrals to community resources may be made based on the need of the student.</li> <li>f. Wellness visits may be made by Gateway staff to support students and parents/guardians transitioning to Gateway</li> </ol>

<b>Service Gap # 2</b> <b>Social-emotional needs among students who are expelled due to a weapon.</b>	<b>Service Gap #2 Options</b> <b>Options for addressing the social-emotional needs among students who are expelled due to a having a weapon on campus/brandishing a weapon.</b>
<p>There is an increase in the number of students who are expelled due to a threat.</p> <ul style="list-style-type: none"> <li>• 2023/2024 – currently 30% expelled due to weapon (knife, taser, pepper spray, crowbar, bb gun)</li> </ul>	<ol style="list-style-type: none"> <li>a. Ensure that there is a smooth transition to and from Gateway Community School. Identify district liaisons to collaborate with Gateway administration to oversee the transition process. High risk meetings may be called for the Gateway team to gather more information upon student enrollment.</li> <li>b. Provide student with social-emotional counseling as determined by each expelled student’s rehabilitation plan. Counseling options are:                             <ul style="list-style-type: none"> <li>• Individual Counseling</li> <li>• Anger Management Counseling</li> <li>• Drug and Alcohol Counseling</li> <li>• Positive Choices Counseling</li> </ul> </li> <li>c. Enroll student in a personal development class.</li> </ol>

<b>Service Gap #3</b> <b>Substance abuse among Ventura County Youth.</b>	<b>Service Gap #3 Options</b> <b>Options that address the significant amount of substance abuse among Ventura County youth.</b>
<p>There is a significant amount of substance abuse for Ventura County youth.</p>	<ol style="list-style-type: none"> <li>a. Provide students with drug and alcohol counseling, healthy choices counseling, and/or health education counseling.</li> <li>b. Make community referrals as needed.</li> <li>c. Enroll student in a personal development class.</li> <li>d. Place student in Tier 3 classroom as needed.</li> </ol>

<b>Service Gap #4</b> <b>College/Career Readiness</b>	<b>Service Gap #4 Options</b> <b>Options for College/Career Readiness</b>
<p>Per the California School Dashboard College/Career Indicator, zero percent of Gateway graduates were college/career ready in 2019 and 2018.</p> <p>Per CA Dashboard</p> <ul style="list-style-type: none"> <li>● College and Career – not reported in 2021</li> <li>● College and Career – not reported in 2022</li> <li>● College and Career – 4.5% (22 students) were placed in “prepared” for College/Career</li> </ul> <p>In the 2022-2033 school year, VCOE hired a College and Career Specialist to support students with Dual Enrollment and provide more OC/VC presentations and fieldtrips along with fieldtrips to CSUCI and CLU. Counselors have participated in 805 Industry Days to support ongoing College and Career collaboration.</p>	<p>While at Gateway Community School and prior to attending Gateway, students will:</p> <ol style="list-style-type: none"> <li>a. Enroll in A-G courses.</li> <li>b. Participate in individual college/career counseling.</li> <li>c. Participate in Get Focused, Stay Focused College and Career Readiness course.</li> <li>d. Participate in CEC classes that work towards obtaining pathway completion.</li> <li>e. Participate in presentations by local colleges and trade schools.</li> <li>f. Participate in field trips to local colleges: California State University Channel Islands, MC, OC, VC, and California Lutheran University.</li> <li>g. Participate in presentations by the California Department of Rehabilitation.</li> <li>h. Consider dual enrollment.</li> </ol> <p>Counselors will participate in 805 Industry Days to connect with Community Colleges.</p>

## County and District Agreement on Alternative Placements

### Gateway Community School: Non-Expelled Students

Gateway provides services and programming to Ventura County students in grades 6-12. Students who are expelled from their district take priority in enrollment at Gateway. Referrals of students not expelled are considered, ensuring all interventions and resources within the home district have been exhausted and utilized (See EC 1981(b)(1)(A)).

1. An expelled student's home district is required to provide educational services to the student until a student enrolls at Gateway or another educational alternative.
2. Home district should complete and submit the "Referral Recommendation Form" signed by the parent/guardian and student. This form is located at [www.vcoe.org/Gateway-Community-School/Referral-Process](http://www.vcoe.org/Gateway-Community-School/Referral-Process). In addition to the completed form, the following corresponding documents should also be sent to Gateway:
  - Documentation of prior interventions (see Appendix VII for a sample form)
  - Transcript
  - All testing records (CAASPP, ELPAC, etc.)
  - Immunization records with TDAP
  - Discipline and behavior records
  - School attendance records
  - Expulsion documents (if student is expelled)
  - Return to District Plan (Rehabilitation plan) to return to district (if student is expelled)
  - Most recent annual IEP (if student has IEP)
  - Most recent Psych Report (if student has IEP)
3. Upon receipt of the referral and corresponding documents from the home district, the school site administrator (and psychologist for special education students) will review the information.
4. Upon receipt of the completed packet, the referring school district shall be notified as soon as possible if the Gateway staff does not believe that Gateway is the appropriate setting for the student. A written explanation for the decision will be provided.
5. Upon acceptance to Gateway, the parent/guardian and student are invited to an orientation meeting at Gateway. Gateway staff will notify the district if the parent/guardian misses two enrollment appointments or is not responsive to multiple phone calls. Gateway staff and the district will then determine the next steps.
6. Upon completion of the orientation meeting and enrollment, student begins school on the following day. Student will attend Transition Class during their first week of school.

### For Special Education Students

In addition to the previously listed steps above, home districts shall follow the provisions outlined below when referring a special education student to Gateway Community Schools. These provisions allow for the due process rights of the student and family and ensure that the expelled student is placed in an appropriate environment that can meet the student's educational needs per their IEP.

- **Referral Form: Additional Information Required**
  - The most current IEP and Triennial Review
  - The most recent Multi-Disciplinary Psychoeducational Assessment Report
  - Updated Behavioral Analysis Review Worksheet (BARW), Functional Behavior Assessment (FBA), Comprehensive Behavior Intervention Plan (CBIP) or Positive Behavior Intervention Plan (PBIP)
  - For students with social-emotional needs, social-emotional goal(s) as necessary. Other psychological, medical, educational and behavioral records, including all standardized required Statewide assessments (CAASPP and ELPAC)
  - A summary of any district interventions that have been attempted and why they were not successful
  - The name, phone number and e-mail address of the district's designated special education contact person
- **Transition IEP Meeting**
  - Once the student's referral has been reviewed and deemed appropriate by Gateway's special education team and school administration, Gateway staff contacts the student's home district to arrange an IEP meeting to discuss school placement and services
  - Gateway staff must attend the student's Transition IEP
  - If the student's IEP stipulates services or materials not available on the Gateway campus, it shall be the responsibility of the referring district to provide and or fund the identified services and materials (*e.g.*, Special Circumstances Education Services (SCES), Level 1 transportation)
  - IEP Placement meeting will be held to discuss services and programs. When developing the IEP for new placement, include the Worksheet for Specialized Out of District Program for non-expelled referrals. District of Service will be changed in SIRAS
- **Initial/Annual/Triennial Evaluations**
  - Any Student Study Team (SST) recommendation, or parent/guardian requested special education initial assessment should be completed with final determination as to whether the student is eligible for services *prior* to the student being referred to Gateway
  - If a triennial evaluation is due within 90 days of the student's enrollment in Gateway, the referring district is responsible for completing the assessment

- If a triennial evaluation is due beyond 90 days of the student enrollment in Gateway, VCOE is responsible for completing the assessment.
- For annual IEPs due within 30 days of entering Gateway or returning to district, every effort will be made to hold the annual IEPs within the timeline.

### **Providence Court School School for Incarcerated Youth in Ventura County**

#### *Releases*

- Gateway Community School students who are released from Providence Court School will be directed by the Providence transition/induction specialist to expeditiously re-enroll in Gateway Community School.
- Upon release, students who attend Providence Court School will return to their home school/district of residence. The transition/induction specialist will ensure that a smooth transition takes place. The transition/induction specialist will communicate with the home school/district of residence, parent/guardian, and the student regarding the re-enrollment protocol.
- Per Education Code 48645.5, a student shall not be denied enrollment or readmission to a public school solely on the basis that they have had contact with the juvenile justice system, including, but not limited to: (1) arrest; (2) adjudication by a juvenile court; (3) formal or informal supervision by a probation officer; or (4) detention for any length of time in a juvenile facility or enrollment in a juvenile court school.

#### **Special Education Services at Providence Court School**

- All designated special education students receive special services per their Individualized Education Program (IEP). Providence Court School staff reviews the IEP for all special education students and ensures that they receive the required services.
- The Case Manager from the home school will remain the Case Manager during the period of detention. If the student is adjudicated and receives a commitment for a term of three months or longer, the Providence staff will assume Case Manager duties at that time.

### **Gateway Community School: Appeal Process**

1. The district of residence shall have the option to challenge the denial of enrollment.
2. Within five days of the denial of enrollment the district of residence shall request a review meeting with the Ventura County Office of Education Student Services administration. If the meeting between the representative of the referring district and the Student Services administration does not end in consensus, the referring school district shall have the right to appeal to the Ventura County Office of Education administration.
3. The referring school district representative and the representative of Gateway shall meet with the Ventura County Office of Education to resolve the dispute.
4. The Gateway representative shall present documentation and a rationale as to why Gateway is not the appropriate educational placement option for the student and the referring district shall have the opportunity to present evidence as to why Gateway is the appropriate placement.
5. The Ventura County Superintendent of Schools or Designee shall hear all relevant evidence and render a final decision within seven calendar days.

### **Gateway Community School: Return to District Process**

The district will be provided with a 30-day notice (unless it is an emergency situation) by Gateway staff if the student is being considered for return to district for expelled students or non-expelled students.

#### *Expelled Students* [Education Code 48916](#)

1. The student has met the terms of the expulsion and rehabilitation plan.
2. A student is expelled from the district under Education Code 48915 and after being accepted at Gateway refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way. In such cases, a collaborative effort will be made to address the underlying causes and to identify additional services that will serve the student's academic and behavioral needs.

#### *Non-Expelled Students: Involuntary Transfer Students* [Education Code 1981\(b\)\(c\)](#)

1. The student has completed middle school and is transitioning to high school.
2. The student has completed a semester following the semester when the acts leading to the referral occurred.
3. A student is expelled from the district under Education Code 48915 and after being accepted at Gateway refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way. In such cases, a collaborative effort will be made to address the underlying causes and to identify additional services that will serve the student's academic and behavioral needs.
4. The student has committed an expellable offense while enrolled at Gateway.



*Non-Expelled Students: Voluntary Referrals* **Education Code 1981(d)(2)**

1. A parent, guardian, or responsible adult of a student enrolled in a county community school pursuant to this subdivision may rescind the request for the placement, and the student shall be immediately re-enrolled in the school that the student attended at the time of the referral, or, with the consent of the parent, guardian, or responsible adult, another appropriate school.

**Special Education Students: Return to District**

When considering returning a Special Education student to a district program, Gateway and the district of residence will agree on an appropriate date and time to convene an IEP meeting. Special Education students may be returned to the district of residence if determined by the IEP team for the following examples:

*Expelled Students:*

- The expelled student has committed an expellable offense while enrolled at Gateway (Education Code 48915(c)). A manifestation determination meeting will be scheduled through the student's district of residence. District of residence will continue with the expulsion procedures/process if the IEP team agrees.
- A student is expelled from the district under Education Code 48915 and after being accepted at Gateway refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way. In such cases, a collaborative effort will be made to address the underlying causes and identify additional services which will serve the student's academic and behavioral needs.
- Expelled student has attended Gateway one semester past return to district date and is not showing sufficient progress towards the rehabilitation plan. An IEP meeting will be held with the home district to discuss matters and facilitate the return of student. Student will only be returned to the district at the start of semester if the IEP team is in agreement.

*Involuntary Transfer Students:*

- The student has completed middle school and is transitioning to high school. An IEP meeting will be held to discuss progress and possible placement recommendations.
- The student has completed a full semester at Gateway and is being recommended for possible return to district by Gateway team. This recommendation may be made if the student has passed all classes with a C or above and behavior or attendance issues have been decreased by at least 50%. An IEP meeting will be scheduled to discuss recommendations.
- The student's educational needs as defined in the IEP are not being met. An IEP meeting will be scheduled to discuss areas of need.
- The student has exhibited severe behavioral or attendance issues and Gateway interventions are not working. An IEP meeting will be scheduled to discuss areas of concern.

## Appendix I: Previous Triennial Updates

### **Ninth Triennial Update – June 2024**

Representatives from all twenty local districts in Ventura County participated in the development of the Triennial Update. This update included additional resources on middle and high school campuses such as Wellness Centers that have counselors and wellness peers supporting students. This on-campus programming and community-based partnership provides students with coordinated health/mental health and other support services to maximize student engagement and success. Services include mental health screening, intervention, counseling, education, and referrals; crisis intervention; linkages to a vast network of counseling and mental health treatment; coordination with health, educational, and other community services; suicide prevention; drop-out prevention; and outreach to high-risk youth. This update also addresses behavior intervention practices at the site and district levels and options used to: (a) minimize the number of suspensions leading to expulsions; (b) minimize the number of expulsions ordered; and (c) support students returning to their district after their expulsion has ended.

### **Eighth Triennial Update – June 2021**

The current Triennial Update includes a description of the learning continuity that Gateway Community School students have received during the COVID-19 pandemic. This update also addresses behavior intervention practices, at the site and district levels and options used to: (a) minimize the number of suspensions leading to expulsions; (b) minimize the number of expulsions ordered; and (c) support students returning to their district after their expulsion has ended. Also, a specific section was added to explain how countywide practices address the disproportionate number of minority students suspended or expelled in Ventura County.

### **Seventh Triennial Update – June 2018**

During the Fall of 2017, VCOE, local school districts and community stakeholders began the process of formulating the first major revision of the plan to serve expelled students for the first time in many years. Past revision cycles incorporated minor language changes and updated practices in isolated areas. Revisions of the seventh triennial update were driven by major changes to the law as well as emerging best practices for working with expelled students.

### **Sixth Triennial Update – June 2015**

Representatives from all twenty local school districts in Ventura County participated in the development of the triennial update. The newly formed Ventura County Student Services Collaborative met on February 11, 2015, and March 11, 2015, to revise and update the plan. Updates and revisions were made to the plan regarding the commitment of county school districts to utilize the Ventura County Office of Education Community School for placement of expelled youth as opposed to creating district operated community day schools.

A listing of all educational options currently available to expelled youth in Ventura County is contained in the new plan. District superintendents submitted a signed and dated update to the county plan that indicated either:

1. The program would continue as it has been, or
2. There would be changes to the plan (see enclosed updated forms)

The approval of the Ventura County Board of Education and submission of the plan to the superintendent of Public Instruction prior to June 30, 2015 shall satisfy requirements associated with the “county plans for provision of educational services to expelled students.” In addition, this plan shall be distributed to each district superintendent in Ventura County and uploaded onto the VCOE website.

### **Fifth Triennial Update – June 2012**

Gateway Community School operates from one central campus located at the Camarillo Airport. Gateway recently restructured to include the following programs: Transition, Independent Studies, Recovery Classroom, and Middle School. Special Education programs and specific support for English Language Learners are available at Gateway. Gateway students also have access to Career Technical Education through the VCOE Career Education Center.

### **Fourth Triennial Update – June 2009**

Gateway Community School Moved into one central campus located at the Camarillo Airport. All previously operated satellite sites were merged into the main Camarillo campus to offer a full range of services at one location. Gateway launched a program called Recovery Classroom to serve chemically dependent incarcerated minors willing to work on their recovery and educational goals.

Additional changes contained in the 2009 Triennial County Plan included the Oxnard Union High School District ceasing operations of Pacific View Community Day School in the summer of 2007. Ventura Unified School District established the Ventura Unified Community Day School in November of 2006. The Rio School District opened the Rio Community Day School in September 2008 to serve grades 6-8.

### **Third Triennial Update – June 2006**

Due to NCLB teacher certification and high school graduation requirements, plus the desire to provide a more comprehensive educational program, VCOE closed existing community school satellite sites. Per the 2006 Plan, VCOE operated two clustered campuses, located in Camarillo and Ventura.

Gateway Community School staff members have further refined the referral process guidelines to Gateway (COE-operated community schools). The referral process guidelines are contained in this document. In addition, the Ventura County SELPA, Ventura County Office of Education, and local school districts collaborated on the development of a referral process for special education students to attend Gateway. This referral process was approved by the Superintendents’ Policy Council on January 6, 2006.

Services to expelled students remain unchanged from the 2003 Plan to the 2006 Plan for all other local school districts in Ventura County.

### **Second Triennial Update – June 2003**

Four local school districts (Fillmore, Oak Park, Ocean View, and Santa Paula Elementary) submitted revised sub-plans. In addition, VCOE established four more county community school extension sites since the first Triennial update. County community school extension sites were established in the following three cities; Oxnard, Simi Valley, and Santa Paula. The expanded county community school services in Santa Paula included an additional extension campus and a mobile unit.

In 2003 the Ventura County Board of Education and VCOE took action to adopt “Providence School,” as the name of the educational facility to be housed in the new Justice Steven Z. Perren Juvenile Justice Complex. Providence School opened in March of 2004. The new Providence School encompasses the three former VCOE juvenile court schools: Marguerite McBride School, Frank A Colston School, and Work Education Restitution Competency (WERC). McBride and Colston Schools had been located in Ventura and WERC was located in Camarillo at the Camarillo Airport.

### **First Triennial Update – June 2000**

Two local districts, Oxnard Union High School and Santa Paula Elementary School District, established community day schools to expand their menu of services to expelled students. (The Santa Paula Elementary Community Day School was later closed due to financial reasons). The superintendents from the remaining local school districts indicated that their plan had remained unchanged since the original adoption of the county plan in 1997. The Ventura County Office of Education (VCOE) established three additional county community school extension sites. New community school extension sites were established in Ojai, Santa Paula, and West Ventura. Juvenile Restitution Program (JRP), a VCOE-operated juvenile court school was relocated to a larger facility at the Camarillo Airport in order to better serve a greater number of minors (the JRP was later renamed to WERC). In addition, VCOE established a community school to serve expelled students in grades K-6. However, operation of this program was discontinued in June 1999 due to lack of participation and insufficient ADA.

## Appendix II: Board Approval Record

Ventura County	First Plan	Triennial Updates								
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>
School Districts	1997	2000	2003	2006	2009	2012	2015	2018	2021	2024
Briggs Elementary	Feb. 13	Apr. 6	Mar. 21	Apr. 10	Mar. 9	Mar. 13	Apr 22	May 9	May 12	June 5
Conejo Unified	Mar. 20	Apr. 18	Apr. 10	May 9	Mar. 16	Mar. 26	May 5		June 15	June 19
Fillmore Unified	Mar. 18	Apr. 11	May 6	Apr. 11	Apr. 21	Apr. 30	May 19	Jun. 19	May 18	June 18
Hueneme Elementary	May 27	Apr. 24	Apr. 22	Apr. 6	Apr. 27	Feb. 24	Apr. 24	Jun. 25	June 14	June 10
Mesa Union	Feb. 18	Apr. 5	Apr. 2	Apr. 17	Mar. 4	May 1	May 19		June 15	June 10
Moorpark Unified	Apr. 8	Apr. 6	Mar. 28	Apr. 7	Mar. 5	Mar. 5	May 19	May 22	May 11	June 18
Mupu Elementary	Mar. 13	Apr. 5	Mar. 31	Apr. 11	Mar. 9	Feb. 24	Apr. 16	May 16	June 16	June 6
Oak Park Unified	Mar. 18	Apr. 12	May 20	Apr. 7	May 1	Mar. 1	Apr. 15	May 17	June 8	June 18
Ocean View	Mar. 11	Apr. 13	Jun. 10	Apr. 7	Mar. 10	Feb. 24	May 12	May 8	June 8	June 25
Ojai Unified	Feb. 18	Apr. 6	May 8	Jun. 26	May 6	Feb. 24	May 5	Jun. 5	June 2	June 26
Oxnard Elementary	May 21	Apr. 10	May 27	Apr. 10	May 20	Apr. 30	May 20	Jun. 20	June 23	June 26
Oxnard Union High	Mar. 26	May 24	May 7	Apr. 10	May 13	May 9	May 27	April 25	May 12	June 17
Pleasant Valley	Apr. 3	May 5	Apr. 28	Apr. 7	Apr. 7	Feb. 24	Apr. 16	May 17	June 3	June 13
Rio Elementary	Mar. 27	Apr. 6	Apr. 2	Apr. 7	Jun. 4	Apr. 26	Apr. 15	May 16	May 19	June 5
Santa Clara Elementary	Mar. 19	Apr. 27	May 2	May 5	Mar. 4	Mar. 23	Apr. 22	May 16	May 19	June 12
Santa Paula Elementary	Mar. 25	Apr. 10	May 8	Apr. 13	Apr. 29	Mar. 28	N/A	N/A	N/A	N/A
Santa Paula Union High	Jan. 15	Apr. 7	Mar. 24	Apr. 20	Apr. 13	Mar. 23	N/A	N/A	N/A	N/A
Santa Paula Unified	N/A	N/A	N/A	N/A	N/A	N/A	May 6		June 9	May 22
Simi Valley Unified	May 6	Apr. 12	Apr. 2	Apr. 20	May 29	Mar. 26	May 12	Jun. 26	May 18	June 11
Somis Union	Jan. 22	Apr. 7	May 5	Apr. 7	Mar. 4	Mar. 22	Apr. 14		June 8	June 11
VCOE	May 27	Jun. 13	Jun. 23	Jun. 28	Jun. 22	Mar. 29	May 26	Jun. 25	May 24	May 20
Ventura Unified	Mar 25	Apr. 10	Mar. 24	Apr. 20	Jun. 23	Apr. 5	May 15	May 22	May 25	June 4

## Appendix III: Charter Schools Operated in Ventura County

School	Grades	Description	Address	Phone	Website
<b>ACE Charter HS</b>	9-12	Classroom-based	570 Airport Way Camarillo, CA 93010	805-437-1410	<a href="http://www.acecharterhigh.org">www.acecharterhigh.org</a>
<b>Bridges Charter</b>	K-8	Classroom-based, independent study component	1335 Calle Bouganvilla Thousand Oaks, CA 91360	805-492-3569	<a href="http://www.bridgescharter.org">www.bridgescharter.org</a>
<b>California Virtual Academies</b>	K-12	Home School / independent study	50 Moreland Rd. Simi Valley, CA 93065	805-581-0202	<a href="http://cava.k12.com">cava.k12.com</a>
<b>Camarillo Academy for Progressive Education (CAPE)</b>	K-8	Classroom-based	777 Aileen Street Camarillo, CA 93010	805-384-1415	<a href="http://www.camarillocharter.org">www.camarillocharter.org</a>
<b>Compass Charter</b>	TK-12	Independent study	850 Hampshire Rd, Ste. P. Thousand Oaks, CA 91361	855-937-4227	<a href="http://www.compasscharters.org">www.compasscharters.org</a>
<b>Golden Valley Charter</b>	TK-12	Home School / independent study	2421 Portola Rd, Suite C Ventura, CA 93003	805-642-3435	<a href="http://www.goldenvcs.org">www.goldenvcs.org</a>
<b>Ivy Tech Charter</b>	7-12	Home School / independent study	6591 Collins Dr, Suite E-4 Moorpark, CA 93021	805-222-5188	<a href="http://www.ivytechcs.org">www.ivytechcs.org</a>
<b>MATES Charter</b>	K-5	Classroom-based	2000 La Granada Drive Thousand Oaks, CA 91362	805-495-7037	<a href="http://www.matescharter.org">www.matescharter.org</a>
<b>Opportunities for Learning</b>	7-12	Independent study	2585 Cochran Street Simi Valley, CA 93065	805-577-6808	<a href="http://www.emsofl.com">www.emsofl.com</a>
<b>Options for Youth</b>	7-12	Classroom-based, independent study component	1731 E. Ventura Blvd. Oxnard, CA 93036	888-389-9992	<a href="http://www.ofy.org">www.ofy.org</a>
<b>Peak Prep Pleasant Valley</b>	K-12	Independent Study	2150 Pickwick Dr. #304 Camarillo, CA 93010	805-222-0025	<a href="http://Peak-prep.org">Peak-prep.org</a>
<b>River Oaks Charter (ROA)</b>	TK-12	Independent study	920 Hampshire Rd, Ste X Westlake Village, CA 91360	805-777-7999	<a href="http://www.riveroakscharter.com">www.riveroakscharter.com</a>
<b>Valley Oak</b>	K-12	Home School / independent study	907 El Centro Street Ojai, CA 93023	805-640-4421	<a href="http://www.valleyoakcharter.org">www.valleyoakcharter.org</a>
<b>Ventura Charter (VCS)</b>	K-8	Classroom-based, independent study component	2060 Cameron Street Ventura, CA 93002	805-648-5503	<a href="http://www.venturacharterschool.org">www.venturacharterschool.org</a>
<b>Vista Real Charter</b>	9-12	Independent study	401 S. A Street, Suite 3 Oxnard, CA 93030	805-486-5449	<a href="http://www.vrchs.org">www.vrchs.org</a>
<b>University Prep Charter (UPCS)</b>	K-8	Classroom-based	500 Temple Ave Camarillo, CA 93010	805-482-4608	<a href="http://universitychartschools.csuci.edu">universitychartschools.csuci.edu</a>

## Appendix IV: MOU – Student Transition Planning Policy

### MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND VENTURA COUNTY PROBATION DEPARTMENT RELATING TO A STUDENT TRANSITION PLANNING POLICY

#### RECITALS

**R1.** The U.S. Department of Education (“US DOE”) and U.S. Department of Justice (“US DOJ”) published “Guiding Principles for Providing High-Quality Education in Juvenile Justice Secure Care Settings” (“Guiding Principles”) in 2014.

The Guiding Principles include the following:

- I. A safe, healthy facility-wide climate that prioritizes education, provides the conditions for learning, and encourages the necessary behavioral and social support services that address the individual needs of all youths, including those with disabilities and English learners.
- II. Necessary funding to support educational opportunities for all youths within long-term secure care facilities, including those with disabilities and English learners, comparable to opportunities for peers who are not system-involved.
- III. Recruitment, employment, and retention of qualified education staff with skills relevant in juvenile justice settings who can positively impact long-term student outcomes through demonstrated abilities to create and sustain effective teaching and learning environments.
- IV. Rigorous and relevant curricula aligned with state academic and career and technical education standards that utilize instructional methods, tools, materials, and practices that promote college-and career-readiness.
- V. Formal processes and procedures – through statutes, memoranda of understanding, and practices – that ensures successful navigation across child-serving systems and smooth reentry into communities.

**R2.** California Assembly Bill 2276 (“AB 2276”) amended certain sections of the Education Code and generally requires that a student who has had contact with the juvenile justice system be immediately enrolled in a public school and that county offices of education and county probation departments have a “joint transition planning policy” that includes collaboration with relevant local educational agencies relating to students who are being released from juvenile court schools. (Legislative Counsel’s Digest)

**R3.** California Senate Bill 1111 (2014) amended and added certain sections of the Education Code relating to “county community schools” (Ch. 6.5, Part 2 of Division 1 of the Education Code, 2014).

**R4.** The Ventura County Office of Education (“VCOE”), in collaboration with the Ventura County Probation Department (“Probation”), and in consultation with all *nineteen* school districts in Ventura County, are committed to ensuring every student involved in the juvenile justice system retains access to the highest quality, personalized instructional support and service in preparation for college, career, and citizenship.

**R5.** This joint Student Transition Planning Policy specifically addresses Guiding Principle Five (V) above and is intended to ensure full compliance with AB 2276 (2014) (California Education Code Sections 48645.5, 48647, 48648, and 49069.5) and SB 1111 (2014), and as permitted by Welfare & Institutions Code section 827.

## **AGREEMENT**

### **1.0 VCOE**

VCOE agrees to:

- 1.1 Provide select Juvenile Facility Probation staff and administrators with necessary access to the VCOE Student Information System (SIS) and relevant associated systems.
- 1.2 Identify VCOE staff responsible for student/parent transition support for each of the court and community school programs operated by the VCOE (“VCOE Transition Liaison).
- 1.3 Provide relevant academic information to Probation Officers to ensure they have necessary information to support the return of pupils transitioning from juvenile court schools to public schools in their communities.
- 1.4 Maintain list of LEA contacts responsible for facilitating student enrollment and placement upon release from court school.
- 1.5 Provide list of LEA to Probation, Juvenile Court Judges, Public Defender’s Office, and District Attorney’s Office.
- 1.6 Provide annual and ongoing training to Local Educations Agencies relevant stakeholders of the Juvenile Justice System to include: Juvenile Court Judges, the District Attorney’s Office, the Public Defenders’ Office, and Probation. The goal of such training will be to increase awareness, foster collaboration and maximize compliance with AB 2276.
- 1.7 Provide information and support to parents of students enrolled in the juvenile court schools to advise them of their rights regarding re-enrollment in public schools prior to and upon release from a court school.
- 1.8 Upon the minor’s release from custody and checking out of the VCOE Court School, the VCOE Transition Liaison will actively seek out and receive confirmation from the LEA’s of minor’s enrollment or county community school as applicable. If not enrolled, the VCOE Transition Liaison will contact the case manager Probation Officer who will provide follow up with the minor, parent, school of enrollment and VCOE Transition Liaison.
- 1.9 Provide laptops or tablets for youth and TAY students, including those enrolled in the Providence Scholars Program, to work on their assignments and software for monitoring online activities. VCOE will also provide training on the Securely monitoring system to Probation staff.
- 1.10 Within 2 hours of discovery, advise Probation of any attempted access to restricted sties by Providence Scholar students.

### **2.0 County**

County agrees as follows:

- 2.1 To identify Probation staff at each court and community school facility responsible for communicating student releases to VCOE staff.
- 2.2 No less than weekly, provide to identified School Transition Liaisons a spreadsheet that includes each youth’s name, date of birth (“DOB”), court dates that could potentially lead to release and if available, anticipated release dates. School Transition Liaisons are assigned the detention facility/court school and community school and will assist the Case Manager Probation Officer with educational planning and transition



of youth into their community school or comprehensive school setting as appropriate.

2.3 All Booking staff will collect updated contact information from parents on all admissions and releases and will provide this information the VCOE staff and the case manager Probation Officer.

2.4 Prior to the release of a youth, VC Probation and VCOE staff will collaborate to complete an initial Educational Placement Plan. The Educational Plan will be created to ensure the immediate return to enrollment of a youth to a specific school upon release from a custodial setting. This plan will address the educational case plan early in the supervision process and engage the parent/guardian and the youth in an early stage to determine educational needs and appropriate educational placement upon release into the community.

2.5 Upon the minor's release from custody and checking out of the VCOE Court School, if the VCOE transition verifies to case manager probation officer that the student is not enrolled, the case manager Probation Officer will provide follow up with the minor, parent, school of enrollment and VCOE Transition Liaison.

2.6 Probation Officer will collaborate with the LEA and site personnel to provide support to ensure the minor's educational needs are being met.

2.7 Probation Officer will contact the LEA's Foster Care Liaison to address any problematic issues and ensure the transitional plan is being implemented.

2.8 Probation staff accessing VCOE technology system (SIS and monitoring tools) will have a signed VCOE Acceptable Use Policy on file with VCOE Technology Services.

2.9 Probation staff will notify VCOE of any attempted access to restricted sites by students. Probation and VCOE staff will discuss disciplinary actions to be taken by such attempt.

### **3.0 Period of Agreement – Inception and Termination Dates**

This Agreement is effective from July 1, 2021 through June 30, 2024. After the initial term, this MOA may be amended to extend its term for up to four (4) one-year periods, to run with County's fiscal year.

### **4.0 Compensation/Costs and Payment Schedule**

There is no compensation involved in the performance of this operational agreement between the Pronation and VCOE.

### **5.0 Defense and Indemnity**

#### **5.1 Claims Arising from Sole Acts or Omissions of County**

The County hereby agrees to defend and indemnify the VCOE, its governing board, officers and administrators, managers, agents and employees (hereinafter collectively referred to in this paragraph as VCOE), from any claim, action or proceeding against VCOE, arising solely out of the acts or omissions of County in the performance of this Memorandum of Agreement ("MOA"). At its sole discretion, VCOE may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of Ventura of any obligation imposed by this MOA. VCOE shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

#### **5.2 Claims Arising from Sole Acts or Omissions of VCOE**

VCOE hereby agrees to defend and indemnify the County, its agents, officers, and employees from any claim, action or proceeding against County, arising solely out of the acts or omissions of VCOE in the performance of this MOA. At its sole discretion, County may participate at its own expense in the defense of any such claim,

action or proceeding, but such participation shall not relieve VCOE of any obligation imposed by this MOA. County shall notify VCOE promptly of any claim, action or proceeding and cooperate fully in the defense.

### 5.3 Claims Arising from Concurrent Acts or Omissions

County hereby agrees to defend itself, and VCOE hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and VCOE. In such cases, County and VCOE agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.5 below.

### 5.4 Joint Defense

Notwithstanding paragraph 5.3 above, in cases where County and VCOE agree in writing to a joint defense, County and VCOE may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of VCOE and County. Joint defense counsel shall be selected by mutual agreement of County and VCOE. County and VCOE agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5.5 below. County and VCOE further agree that neither party may bind the other to a settlement agreement without the written consent of both County and VCOE.

### 5.5 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and VCOE may seek reimbursement and/or reallocation of defense costs, settlement payments and awards, consistent with such comparative fault.

## **6.0 Insurance Provisions**

A) VCOE is self-insured and will provide a certificate of self-insurance to Probation.

B) County is self-insured and will provide a certificate of self-insurance to VCOE.

## **7.0 Confidentiality of Services or Work**

Both parties will adhere to Welfare & Institutions Code section 827, the Family Educational Rights and Privacy Act (FERPA 20 U.S.C § 1232g), and all other applicable laws or regulations regarding juvenile confidentiality to ensure confidentiality of students' names and academic records.

## **8.0 VCOE & Probation Contact Persons' Names & Addresses**

### **County of Ventura**

Gina Johnson, Chief Probation Officer  
800 S Victoria Ave, Ventura, CA 93009  
805-654-2106

### **VCOE**

Dr. César Morales, Ventura County Superintendent of Schools  
5189 Verdugo Way, Camarillo, CA 93012  
805-383-1902

## **9. Termination**

This MOA may be terminated by either party with 30 days' written notice to the address shown in section 9.0, above.

**10. Final Approval**

This MOA is of no force or effect until approved by signature by the Ventura County Superintendent of Schools or the designee, the Deputy Superintendent of Fiscal and Administrative Services.

**11. Entire Agreement**

This MOA represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOA may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**VENTURA COUNTY  
PROBATION AGENCY**

**VENTURA COUNTY OFFICE OF  
EDUCATION**

\_\_\_\_\_  
By (Authorized Signature)

Gina Johnson

\_\_\_\_\_  
By (Authorized Signature)

Dr. César Morales

Chief Probation Officer

Title

Date

Ventura County Superintendent of  
Schools

Title

Date

## Appendix V: Parental Rights and Responsibilities

1. Parental Rights and Responsibilities – [VCOE Annual Notice](#)
2. General Provisions for Parental Involvement – [Education Code 51101](#)
3. Pupil Rights and Responsibilities – [Education Code 48918](#)
  - a. Details the rights and responsibilities of students and the parent/guardian in the expulsion process.
  - b. Foster/Homeless student rights and responsibilities – [Education Code 48918.1](#)
4. Parent/Guardian Request for Waiver of Administrative Hearing

Under the California Education Code, all students recommended for expulsion are entitled to an impartial hearing. The timeline of steps taken to consider a recommendation for expulsion is also governed by the Education Code. The California School District respects and complies with the timeline and fact-finding requirements prescribed in the California Education Code.

In certain expulsion cases, students and their parents/guardians may expedite the expulsion process by waiving their right to the expulsion hearing and the timeline governing the expulsion process. When parents/guardians make such a request, an alternative process that eliminates the need for an expulsion hearing and expedites the timeline may be used. The advantages of this process include:

- Expedited placement of the student in an alternative educational program.
- Elimination of the need for the student and parent/guardian to appear before an administrative hearing panel to review the incident that led to the expulsion recommendation.

A request to waive an administrative hearing and timeline requirements can be considered when:

- The student and parent/guardian do not dispute the charges which led to the recommendation for expulsion.
- The student acknowledges responsibility for their behavior.

A request to waive the expulsion hearing will be approved when it is determined that the alternative process is in the best interest of the student and district.

A “Request for Waiver of Administrative Hearing” form must be completed, signed, and submitted to the appropriate administrator for the parent/guardian to initiate this process.

If a request for a stipulated expulsion is approved by the administrator, it will be submitted to the Local School District Board of Trustees. The parents/guardians make a knowing and voluntary waiver of their right to have an expulsion hearing and therefore:

- Waive the right to all notices and timelines required by statute, rule, or regulations;
- Waive the right to be represented by legal counsel or by a no attorney adviser at such expulsion hearing;
- Waive the right to inspect and obtain copies of documents that would have been used at the hearing;
- Waive the right to confront and question all witnesses who would have testified at the hearing;
- Waive the right to question all written evidence presented;
- Waive the right to present oral and documentary evidence on the student's behalf including witnesses; and
- Waive the right to appeal the expulsion to the county board of education.

## Appendix VI: Model Rehabilitation Plan Provided to Expelled Students

### *Pursuant to Education Code 48916*

Name: Student Name Grade: 10

School: Maple High School

Statutory Offense: Education Code 48900(c)

Expulsion Recommendation: Education Code 48915(b)(1)

Stipulated: Contested X

Date of Administrative Hearing: May 10, 2021

Board Approval Date: June 1, 2021

### **Background**

California Education Code 48916 requires the governing board to recommend a plan of rehabilitation for the student at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

In addition, the governing board is required to adopt rules and regulations establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled students for readmission. Upon completion of the readmission process, the governing board shall readmit the student, unless the governing board makes a finding that the student has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other students or employees of the school district. A description of the procedure shall be made available to the student and the student's parent or guardian at the time the expulsion order is entered.

If the governing board denies the readmission of an expelled student, it must make a determination either to continue the placement of the student in the alternative educational program initially selected for the student during the period of the expulsion order or to place the student in another program that may include, but need not be limited to, serving expelled student, including placement in a county community school.

The governing board shall provide written notice to the expelled student and the student's parent or guardian describing the reasons for denying the student readmittance into the regular school district program. The written notice shall also include the determination of the educational program for the expelled student as described above. The expelled student shall enroll in that educational program unless the parent or guardian of the student elects to enroll the student in another school program. (Education Code 48915.1)

It is recognized that rehabilitation plans developed in compliance with these legal requirements, should be designed to promote the academic and social-emotional growth of the expelled student. Goals should:

1. Be tailored to each individual student's needs and strengths;
2. Be specifically related to the reasons for a student's expulsion and/or designed to directly support student success;
3. Be written in a comprehensible manner to families and translated to their preferred language;
4. Be attainable and provide motivation to the student and not present undue barriers to return to district; and,
5. Be monitored for progress by the District of Residence and Gateway Community School.

Now, therefore, the governing board of the **ABC School District** hereby lays out the following rehabilitation plan, which will include requirements for #1 and #2, as well as any and all pertinent requirements #3 through #8.

**1. Student is hereby assigned to attend: Gateway Community School**

Required: Typically, the referral will be Gateway unless the expulsion order is suspended and the governing board places the student at another district school site.

**2. Date of Readmission Hearing: January 25, 2025**

Required: Per Education Code 48916 must be included in the plan.

**3. Academic:**

Recommended: Consider the student's current performance and set a target that shows growth but is still attainable. Goal may include a targeted grade point average (2.0 for example) and/or a limited number of failing grades (no more than 1 F, for example), or an amount of earned academic credits per semester or year for what would be expected if a student were progressing normally towards high school graduation (30 credits per semester or 60 credits per year, for example).

**4. Attendance:**

Recommended: Consider the student's current attendance pattern and set a target that shows growth but is still attainable. Goal may include a targeted percentage (80%, for example) and/or a limited number of unexcused absences (no more than 5 unexcused absences, for example) or a percent of increased attendance for students with a history of very low attendance (20% increase for a student with 50% regular attendance on the year, for example). When using limited numbers of unexcused absences, districts should consider the length of the term of expulsion.

**5. Behavioral Goals and Supports:**

Recommended: Consider the student's current discipline/behavior record and set a target that shows growth but is still attainable. It is also common to limit the number of suspensions and specify offenses (no more than 1 suspension for fighting, drugs, or the possession of a weapon, for example).

**6. Social-Emotional Services & Supports:**

Recommended: Consider the student's current social-emotional needs related to the expellable offense and design a plan tailored to the student's needs that allows the student to show progress but is still attainable. Goal may include a target number of counseling sessions (completion of at least 10 counseling sessions designed to address impulsivity or anger management, and no more than 1 conduct referral for a specific behavior, for example). When requiring specific kinds of counseling, please be sure to incorporate the services provided at Gateway. However, if a district wishes to require students to complete services that are not provided by Gateway, the district will support the requirement.

**7. Substance Abuse Services and Supports:**

Recommended: Consider the student's current substance abuse record related to the expellable offense and design a plan tailored to the student's needs that allows the student to show progress but is still attainable. Goal may include a target number of counseling sessions (completion of at least 10 counseling sessions designed to address substance abuse triggers and patterns, for example). When requiring specific kinds of counseling, please be sure to incorporate the services provided at Gateway. However, if a district wishes to require students to complete services that are not provided by Gateway, the district will support the requirement.

**8. Other****a. Restorative Action:**

Consider the student's expellable offense and design a plan tailored to the needs of the student, the community, and/or those harmed. Goal may include a letter of apology, a restorative meeting with the student and staff involved, or a community service project. This goal should be developed on a case-by-case basis and should be attainable and provide motivation to the student and not present undue barriers to return to district.

**b. Community Service:**

When considering the potential benefit student may gain through community service and design a plan tailored to the student's needs that allows the student to show growth but is still attainable. Community service is not meant to be punitive but to be restorative in nature. Goal may include a target number of hours being careful to consider the length of time of the expulsion order (completion of at least 36 hours of community service for an average of two hours per week during a semester, for example). When requiring community service, please be sure to consider the locations available to the student and the availability of transportation. Age appropriateness and impact on the family should always be considered when selecting community service activities. For a list of recommended community service locations across Ventura County please go to the VCOE Student Services Collaborative webpage.



**c. Parenting:**

When considering the potential benefit, a student may gain through the parent's/guardian's involvement and design a plan tailored to the student's and family's needs that allows the student and family to access important services but is still attainable. Parent/guardian classes or family counseling is not regularly offered at Gateway, and if recommended should be provided by the District. When recommending parent/guardian training such as the Parent Project, please be sure to consider the locations available to the family and the availability of transportation. Age appropriateness and impact on the family should always be considered when recommending family involvement. Per EC 48917(a), *a parent's /guardian's refusal to participate in the rehabilitation program shall not be considered in the governing board's determination as to whether the student has satisfactorily completed the rehabilitation plan.*

**9. Evidence of Readiness for Readmission:**

The student will prepare and present a portfolio of evidence responding to these areas and others that may demonstrate the student's readiness to return to the District. This may be presented to the governing board or district staff pursuant to board policy and/or district practice. The student will be assisted in this process by the staff and administration at Gateway. Student portfolios at Gateway will include documentation of all requirements set forth in the district's rehabilitation plan. In addition, a student letter requesting readmission, student selected work samples, career and interest inventories, as well as any student certificates and awards will be included in this portfolio.

## Appendix VII: Sample Documentation of Prior Interventions

School Records Review	Interventions Attempted	Placements Attempted
College and Readiness Plan (U-CCRP) CTE Pathway/Academy: Transcript/ A-G requirements Total credits earned: _____ GPA: _____ Current Grades School Attendance 2 <sup>nd</sup> semester Math requirement met Computer Literacy met Standardized Test Scores: Math _____ English _____ Science _____ ELPAC overall score: _____ Year: _____ EL Program: EO IFEP RFEP Discipline reviewed Probation: 602 ward Employed Foster Youth McKinney-Vento AB 167, 216, 1806 qualified Migrant IEP SAI above 50% SAI below 50% Section plan 504 General Education with Accommodations: Describe or attach: Other:	Parent Conference Administrative Referral(s) (attach) Alternative Means of Correction: _____ Behavior Contract: (attach) Counseling: Academic PBSP other: _____ Peer Assistance/Mediation Referral to School Psychologist Tutoring Credit Recovery: _____ Summer School Program Adjustment Reduced Day Attendance: Letter 1 Letter 2 Letter 3 SARB meeting: 1st 2nd 3rd SARB contract SST: #1st meeting date _____ #2nd meeting date _____ #3rd meeting date _____ Other:	Adult Education Charter School _____ Independent Studies Options Middle College HS Continuation High School Gateway/Community School High School Equivalency Program Home/Hospital Teaching Independent Study Short Term Other/Previous schools:

Student areas of strength	Student areas of growth

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #23-309: Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) Collective Bargaining Agreement, including Compensation, for the 2023-24 School Year (Torres)**

---

The Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) have reached a tentative agreement for the 2023-24 school contract year.

The following articles were revised:

- ARTICLE 7: EVALUATIONS
- ARTICLE 8: HOURS & OVERTIME
- ARTICLE 9: PAY ALLOWANCES
  - 2% on-schedule salary increase, retroactive to July 1, 2023;
  - One time, off-schedule salary payment broken down as follows:
    - 3% for employees eligible for the district's health plan
    - 5% for employees not eligible for the district's health plan
- ARTICLE 13: HEALTH & WELFARE BENEFITS
  - 2% towards Health & Welfare cap, effective October 1, 2025, which will raise the District cap to \$14,913
- ARTICLE 15: VACATION PLAN

The following Memorandum of Understanding was agreed upon by the parties:

- MOU re: 2024-25 Classified Work Year Calendar

#### **FISCAL IMPACT:**

Total fiscal impact is \$2,835,700 and will be paid from a combination of General Fund Unrestricted, Supplemental & Concentration funds, and various Restricted Resources.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2023-2024 Collective Bargaining Agreement, OSD Agreement #23-309, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agrmt #23-309 2023-24\\_Reopener\\_TA\\_w.\\_CSEA\\_05.20.2024\\_-\\_signed](#)

2024-2025 Work Calendars MOU 5-23-24 Final (two pages)

2024-25 Classified Work Year Calendar FINAL (one page)

Oxnard School District  
and the  
California School Employees Association  
and its Oxnard Chapter #272  
2023-2024 Reopener Tentative Agreement  
May 20, 2024

The Oxnard School District (“District”) and the California School Employees Association and its Oxnard Chapter #272 (“ASSOCIATION/CSEA”), collectively, (“the Parties”) hereby enter into this tentative agreement for the November 1, 2023 - October 31, 2024, reopener negotiations.

**TENTATIVE AGREEMENTS INCORPORATED HEREIN:**

**Article 7 – EVALUATIONS** Incorporate new Appendix D: Evaluation Forms (attached)

**Article 8 – HOURS AND OVERTIME** (attached)

**Article 9 – PAY ALLOWANCES** (attached)

**Article 13- HEALTH AND WELFARE BENEFITS** (attached)

**Article 15- VACATION PLAN** (attached)

**All other articles not addressed in this agreement remain status quo.**

Completion of Negotiations. The Parties agree they have fully negotiated all reopened articles described in Article 29 – Term of Agreement of the collective bargaining agreement, except for the revisions noted herein. All other terms and conditions of the collective bargaining agreement remain unchanged by the Parties’ reopener negotiations.

It is agreed and understood this agreement is subject to all approvals required under the CSEA Policy 610, as well as the Oxnard School District Governing Board approvals.

Dated this **20th day of May 2024**

**For the ASSOCIATION:**

Victor Centeno

Victor Centeno (Jun 5, 2024 13:50 PDT)

Victor Centeno, Vice President



Ilene Poland (Jun 5, 2024 17:30 PDT)

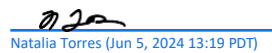
Ilene Poland, CNS Representative

Alicia Serrato

Alicia Serrato (Jun 5, 2024 18:06 PDT)

Alicia Serrato, Clerical Representative

**For the DISTRICT:**



Natalia Torres (Jun 5, 2024 13:19 PDT)

Natalia Torres, Ed.D., Assistant Superintendent, HR

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May 20, 2024

2

Nicole Taylor

3

[Nicole Taylor \(Jun 6, 2024 07:09 PDT\)](#)

4

Nicole Taylor, Campus Assistant Representative

5

alex cortez

6


[alex cortez \(Jun 7, 2024 09:23 PDT\)](#)

7

Alex Cortez, Custodial Representative

8

9

  
[Alejandro Cortez \(Jun 7, 2024 16:11 PDT\)](#)

10

Alex G. Cortez, Para Ed. Representative

11

12

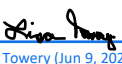
  
[Raymond Ibay \(Jun 7, 2024 16:13 PDT\)](#)

14

Ray Ibay, Technology Representative

14

15

  
[Lisa Towery \(Jun 9, 2024 12:37 PDT\)](#)

16

Lisa Towery, Labor Relations Representative

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**Article 8.3.5 Overtime Distribution and Article 8.7 Security Duty**

Article 8.16 The team met to review these articles. It was determined to form a joint committee consisting of CSEA appointed one representative from each of the following: Maintenance, Grounds, and Custodial, as well as two representatives from the negotiations team. The District will appoint an equivalent number of representatives. The committee's objective will be to review the process for workload distribution outlined in these articles. Subsequently, the committee will develop recommendations for review by the negotiations team during the upcoming 2024-2027. Both parties have agreed to mutually open Article 8 Hours and Overtime for the upcoming 2024-2027 negotiations cycle.

There were no other revisions to this article. The Language in Article 8 Hours and Overtime will remain status quo.

**Article 7 - Evaluations**

**7.2 Evaluation Procedures for Permanent Employees:** Unit members shall be evaluated by the immediate supervisor to whom assigned. Evaluation Forms to be used are attached to this agreement as an appendix D. (see new revised form attached)

There are no other revisions to the article. The Language in Article 7 - Evaluations remains status quo.

**Article 9 - Pay Allowances**

**9.1 Regular Rate of Pay:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by this reference incorporated as a part of this Agreement. The regular rate of pay shall include any differential, stipend, and/or longevity increments required to be paid under the terms of this Agreement. The hourly rate of pay shall be computed by dividing the monthly rate by 173.33.

Oxnard School District and the  
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(new) 9.1.1 Effective July 1, 2023 the salary schedule in Appendix A (see attached) will be increased by 2%.

(new) 9.1.2 One-time off salary payment: Members who do not qualify for health and welfare benefits during the 2023-24 school year will receive a one-time 5% off schedule payment.

(new) 9.1.3 One-time off salary payment for members who qualify for health and welfare benefits will receive a one-time 3% off schedule payment.

Renumber current 9.1.1 to 9.1.4 and subsequent sub-articles accordingly.

No other changes were made to this article. The language in Article 9 Pay Allowances remains status quo.

### **Article 13 - Health and Welfare Benefits**

**14.1 The Association agrees to be bound by the terms and conditions of the District's current health and welfare benefits provider Participation Agreement. Such Participation Agreement shall be attached hereto as an Appendix and incorporated by this reference as though fully set forth herein. Unit members shall participate in the District's group health and welfare benefits currently in existence and/or as may be amended, changed, or modified by approval or resolution of the Board of Trustees for classified staff. The cost of participating in the District's group health and welfare benefits shall be paid by the unit member. The unit member may participate in the District's Section 125 Plan to allow for the monthly pre-tax deductions of the health and welfare benefits cost borne by the unit member (See Article 13.7)**

14.1.1 . The parties agree to provide education opportunities to members on the Health Saving Account (HSA) plans available to employees at no cost or low cost.

14.1.2 During the 2024-25 school year the parties agree to explore creating our own internal benefits tier to determine if this is viable and a benefit to our members.

**14.2 District Contribution: Effective October 1, 2024, the District will contribute ~~\$11,000~~ \$14,912.87 yearly toward the payment of premiums for Medical, Dental, and Vision group health insurance programs. The District contribution includes the calculation in Article 13.4.1.4.**

All articles in Article 13 Health and Welfare Benefits not reflected remain status quo.



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**Article 15 - Vacation Plan**

~~15.4 Scheduling of Vacations: Unit members may take vacation during the school year even though not earned at the time the vacation is taken. They must be scheduled at the convenience of the District and with the prior approval of the unit member's immediate supervisor. Upon approval, vacations may be taken at any time during the school year. If the unit member is not permitted to take his/her full annual vacation, the amount not taken shall accumulate as provided in the foregoing section, for use in the following year, or shall be paid for in cash. In no case will a unit member forfeit vacation earned.—~~

~~15.4.1 If a request for the use of accrued vacation is denied, the affected employee may request a review of that decision by the next level of supervision within two (2) working days with conclusion within five (5) working days. The outcome of that review is final—~~

~~15.4.2 All denials of vacation usage require the communication of the reason for denial, which shall be for good cause only, and, not for arbitrary or capricious reasons, which shall be documented on the vacation request form.—~~

15.4 Scheduling of Vacations-Unit members may take vacation during the school year even though not earned at the time the vacation is taken. Unit members shall utilize the district's employee absence management system to request vacation.

15.4.1 Unit members who submit requests for the following school year by April 30th shall receive consideration for priority approval.

15.4.2 Multiple day vacation requests require submission at least 30 working days prior.

15.4.3 Single day vacation requests must be submitted at least 10 working days in advance.

15.4.4 In the event of a tie during the submission, seniority shall serve as the tiebreaker. In the event of the same hire date, seniority will be determined by lot.

15.4.5 Exceptions to scheduling of vacations will be considered.

15.4.6 Vacation Approval Process-The immediate supervisor, or designee, shall respond to vacation requests within three (3) working days. The three working days shall commence the first working day after the date of submission.

Oxnard School District and the  
California School Employees Association and its  
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2023-24 Reopener Tentative Agreement  
May 20, 2024

15.4.7 Vacation Cancellation Process-Unit members shall make every effort to cancel vacation requests at least 48 hours prior to the scheduled vacation date. Upon cancellation, the rescheduling process shall commence from the beginning of the vacation request process.

15.4.8 Alternative Vacation Submission Method-In the event the district's absence management system is non-functional, unit members may submit their vacation request via email to their immediate supervisor, or designee.

15.4.9 Vacation Denial-If a request for the use of accrued vacation is denied, the affected employee may request a review of that decision by the next level of supervision within two (2) working days with conclusion within five (5) working days. The outcome of that review is final. All denials of vacation usage require the communication of the reason for denial, which shall be for good cause only, and, not for arbitrary or capricious reasons, which shall be documented on the vacation request form.

15.4.10 If the unit member is not permitted to take his/her full annual vacation, the amount not taken shall accumulate as provided in the foregoing section, for use in the following year, or shall be paid for in cash. In no case will a unit member forfeit vacation earned.

15.5 For Less Than 12 Month Unit Members - Notwithstanding 15.4, less than 12-month unit members will be paid for the balance of their unused vacation no later than July 31st. Under special circumstances, less than 12-month unit members may request the use of vacation leave during their work year, subject to the approval of their immediate supervisor.

Renumber Article 15.5 - 15.10 accordingly



**CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT FORM**

PERIOD OF REPORT \_\_\_\_\_ TO \_\_\_\_\_ END OF PROBATION \_\_\_\_\_

Employee's Name \_\_\_\_\_ Position \_\_\_\_\_

Location \_\_\_\_\_ Date \_\_\_\_\_

Evaluation (Check one):  1st probationary  2<sup>nd</sup> Probationary (optional)  Annual report  Special report

**PROBATIONARY EMPLOYEES:** Shall be evaluated within 90 days.  
**PERFORMANCE EVALUATION** will become part of the employee's personnel file, and will be considered in relation to continued employment, attainment of permanent classification, transfer, promotion, and dismissal or other disciplinary action.  
Choose one: E—Exceeds District Standards M—Meets District Standards N—Needs to Improve D—Does not meet District Standards

1. <b>JOB KNOWLEDGE:</b> The employee possesses and maintains the required job skills. Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D
2. <b>QUALITY OF WORK:</b> The employee's work is accurate, neat, well-organized and thorough. Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D
3. <b>QUANTITY OF WORK, WORK HABITS, &amp; PRODUCTIVITY:</b> The employee works to potential, consistently completes schedules, and maintains high productivity. Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D
4. <b>ATTENDANCE AND PUNCTUALITY:</b> The employee is regular in attendance and is punctual. Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D
5. <b>ATTITUDE:</b> The employee exhibits interest in the work of the district, is cooperative and a successful team worker, and accepts and adapts to change. Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D
6. <b>INITIATIVE AND DEPENDABILITY:</b> The employee readily accepts responsibility and can be depended on to follow through on work assignments with minimum direction. Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D

DISTRIBUTION:  Human Resources  Employee  Supervisor



<b>7. SAFETY:</b> The employee consistently demonstrates proper usage and maintenance of equipment, adheres to both District and governmental safety protocols, and promptly reports any unsafe conditions. Additionally, when applicable employee will wear personal protective equipment and utilize appropriate gear as required.				
Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D
<b>8. WORK RELATIONSHIPS:</b> The employee demonstrates professionalism by maintaining courteous and polite interactions with colleagues, parents, students, and visitors. Employee actively fosters cooperation and willingly assists others whenever opportunities arise.				
Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D
<b><u>Additional Comments:</u></b>   				

The Addendum to this form must be completed for permanent employees when this evaluation form has a rating of "Needs to Improve" or "Does Not Meet District Standards." Employee must be reevaluated within 30 to 60 work days. When employee Meets District Standards, the employee returns to original two-year evaluation cycle. If District standards have not been met, the 30-60 work day reevaluation cycle continues until district standards are met or other action is taken.

I  **DO**       **DO NOT RECOMMEND THAT THIS EMPLOYEE BE CONTINUED IN EMPLOYMENT.** (Probationary employees only. If checked, the supervisor contacts the Classified Director of Human Resources).

\_\_\_\_\_

*Supervisor's Signature*                      *Position Title*                      *Date*

**EMPLOYEE:** I have seen this evaluation report, and it has been discussed with me. I understand my signature does not necessarily mean my complete agreement with all factors of the evaluation. (The employee may append comments to this evaluation by submitting them in writing within 30 days to Human Resources.)

\_\_\_\_\_

*Employee's Signature*                      *Position Title*                      *Date*

**DISTRIBUTION:**       Human Resources       Employee       Supervisor





## EVALUATION CATEGORY DEFINITIONS

1. **JOB KNOWLEDGE**  
The employee possesses and maintains the required job skills.
2. **QUALITY OF WORK**  
The employee's work is accurate, neat, well-organized and thorough.
3. **QUANTITY OF WORK, WORK HABITS, AND PRODUCTIVITY**  
The employee works to potential, consistently completes schedules and maintains high productivity.
4. **ATTENDANCE AND PUNCTUALITY**  
The employee is regular in attendance and is punctual.
5. **ATTITUDE**  
The employee exhibits interest, is cooperative and a successful team worker, and accepts and adapts to change.
6. **INITIATIVE AND DEPENDABILITY**  
The employee readily accepts responsibility and can be depended on to follow through on work assignments with minimum direction.
7. **SAFETY**  
The employee uses and cares for equipment properly, adheres to District and governmental guidelines for safety procedures, and reports unsafe conditions. When applicable, the employee wears personal protection and uses proper equipment.
8. **WORK RELATIONSHIPS**  
The employee is courteous and polite to staff, parents, students and visitors, is cooperative and assists others whenever possible.
9. **SUPERVISORY ABILITY**  
Is fair and impartial; demonstrates effective leadership, decision making, training and instruction of subordinates; initiates planning; effectively assigns, praises, disciplines and evaluates personnel and satisfactorily completes work assigned.\

Proficiency in training employees and in planning, organizing, laying out and getting out work, leadership; promptness of action, soundness of decision; application of good management principles.

## EVALUATION RANKING DEFINITIONS

### Exceeds District Standards

The employee's job performance during the evaluation period has exceeded expectations; the employee's performance exceeds that which is normally required, definitely exceptional.

### Meets District Standards

The employee's job performance during the evaluation period has met expectations; the employee's performance meets that which is normally required.

### Needs to Improve

The employee's job performance during the evaluation period needs improvement and has not met expectations; therefore, an improvement plan will be established.

### Does Not Meet District Standards

The employee's job performance during the evaluation period has not met minimum expectations, or, where applicable, the goals set in an improvement plan were not met.

Classified salary schedule with 2% increase retroactive to 07/01/2023; Board Approved 06/26/2024



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 3,149.01	\$ 3,306.46	\$ 3,471.79	\$ 3,645.38	\$ 3,827.65
Range 2	\$ 3,230.47	\$ 3,391.99	\$ 3,561.59	\$ 3,739.67	\$ 3,926.65
Range 3	\$ 3,309.01	\$ 3,474.46	\$ 3,648.18	\$ 3,830.59	\$ 4,022.13
Range 4	\$ 3,390.46	\$ 3,559.99	\$ 3,737.99	\$ 3,924.88	\$ 4,121.13
Range 5	\$ 3,477.73	\$ 3,651.62	\$ 3,834.20	\$ 4,025.91	\$ 4,227.21
Range 6	\$ 3,557.73	\$ 3,735.62	\$ 3,922.40	\$ 4,118.52	\$ 4,324.44
Range 7	\$ 3,647.91	\$ 3,830.31	\$ 4,021.82	\$ 4,222.91	\$ 4,434.06
Range 8	\$ 3,736.64	\$ 3,923.47	\$ 4,119.64	\$ 4,325.62	\$ 4,541.90
Range 9	\$ 3,828.27	\$ 4,019.68	\$ 4,220.67	\$ 4,431.70	\$ 4,653.29
Range 10	\$ 3,921.36	\$ 4,117.43	\$ 4,323.30	\$ 4,539.46	\$ 4,766.44
Range 11	\$ 4,023.17	\$ 4,224.33	\$ 4,435.55	\$ 4,657.33	\$ 4,890.19
Range 12	\$ 4,117.72	\$ 4,323.60	\$ 4,539.78	\$ 4,766.77	\$ 5,005.11
Range 13	\$ 4,220.99	\$ 4,432.04	\$ 4,653.64	\$ 4,886.32	\$ 5,130.64
Range 14	\$ 4,322.80	\$ 4,538.94	\$ 4,765.89	\$ 5,004.19	\$ 5,254.39
Range 15	\$ 4,434.80	\$ 4,656.54	\$ 4,889.37	\$ 5,133.84	\$ 5,390.53
Range 16	\$ 4,538.07	\$ 4,764.97	\$ 5,003.22	\$ 5,253.38	\$ 5,516.05
Range 17	\$ 4,654.43	\$ 4,887.15	\$ 5,131.51	\$ 5,388.09	\$ 5,657.49
Range 18	\$ 4,764.97	\$ 5,003.22	\$ 5,253.38	\$ 5,516.05	\$ 5,791.86
Range 19	\$ 4,891.52	\$ 5,136.09	\$ 5,392.90	\$ 5,662.54	\$ 5,945.67
Range 20	\$ 5,003.51	\$ 5,253.69	\$ 5,516.37	\$ 5,792.19	\$ 6,081.80
Range 21	\$ 5,128.60	\$ 5,385.03	\$ 5,654.28	\$ 5,937.00	\$ 6,233.85
Range 22	\$ 5,258.05	\$ 5,520.96	\$ 5,797.00	\$ 6,086.85	\$ 6,391.20
Range 23	\$ 5,393.32	\$ 5,662.99	\$ 5,946.14	\$ 6,243.45	\$ 6,555.62
Range 24	\$ 5,521.32	\$ 5,797.39	\$ 6,087.26	\$ 6,391.62	\$ 6,711.20
Range 25	\$ 5,656.59	\$ 5,939.42	\$ 6,236.39	\$ 6,548.21	\$ 6,875.62
Range 26	\$ 5,793.31	\$ 6,082.98	\$ 6,387.13	\$ 6,706.48	\$ 7,041.81
Range 27	\$ 5,943.13	\$ 6,240.28	\$ 6,552.30	\$ 6,879.91	\$ 7,223.91
Range 28	\$ 6,087.12	\$ 6,391.48	\$ 6,711.05	\$ 7,046.61	\$ 7,398.94
Range 29	\$ 6,238.39	\$ 6,550.31	\$ 6,877.83	\$ 7,221.72	\$ 7,582.81
Range 30	\$ 6,382.39	\$ 6,701.51	\$ 7,036.58	\$ 7,388.41	\$ 7,757.83
Range 31	\$ 6,549.66	\$ 6,877.14	\$ 7,221.00	\$ 7,582.05	\$ 7,961.15
Range 32	\$ 6,699.47	\$ 7,034.45	\$ 7,386.17	\$ 7,755.48	\$ 8,143.25
Range 33	\$ 6,875.47	\$ 7,219.24	\$ 7,580.20	\$ 7,959.21	\$ 8,357.18
Range 34	\$ 7,036.92	\$ 7,388.77	\$ 7,758.20	\$ 8,146.11	\$ 8,553.42
Range 35	\$ 7,215.82	\$ 7,576.62	\$ 7,955.45	\$ 8,353.22	\$ 8,770.88
Range 36	\$ 7,386.00	\$ 7,755.30	\$ 8,143.07	\$ 8,550.22	\$ 8,977.73
Range 37	\$ 7,579.45	\$ 7,958.42	\$ 8,356.35	\$ 8,774.16	\$ 9,212.87
Range 38	\$ 7,755.45	\$ 8,143.22	\$ 8,550.38	\$ 8,977.90	\$ 9,426.79
Range 39	\$ 7,954.72	\$ 8,352.45	\$ 8,770.07	\$ 9,208.58	\$ 9,669.01
Range 40	\$ 8,142.35	\$ 8,549.46	\$ 8,976.94	\$ 9,425.78	\$ 9,897.07
Range 41	\$ 8,353.25	\$ 8,770.91	\$ 9,209.46	\$ 9,669.93	\$ 10,153.43
Range 42	\$ 8,548.16	\$ 8,975.56	\$ 9,424.34	\$ 9,895.56	\$ 10,390.34
Range 43	\$ 8,770.70	\$ 9,209.23	\$ 9,669.69	\$ 10,153.18	\$ 10,660.83
Range 44	\$ 8,975.78	\$ 9,424.57	\$ 9,895.80	\$ 10,390.59	\$ 10,910.12

**Employee Anniversary Increments:**

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$109.06
- 10 years of service: \$218.12
- 15 years of service: \$327.18
- 20 years of service: \$436.24
- 25 years of service: \$545.30

**Night Shift Pay Differential:**

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

**Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

**Classified Substitute Pay:**

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

**AVID Tutor (exempt) \$16.00 per hour**

rev. 06.05.2024 7:53 am



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 18.17	\$ 19.08	\$ 20.03	\$ 21.03	\$ 22.08
Range 2	\$ 18.64	\$ 19.57	\$ 20.55	\$ 21.58	\$ 22.65
Range 3	\$ 19.09	\$ 20.05	\$ 21.05	\$ 22.10	\$ 23.21
Range 4	\$ 19.56	\$ 20.54	\$ 21.57	\$ 22.64	\$ 23.78
Range 5	\$ 20.06	\$ 21.07	\$ 22.12	\$ 23.23	\$ 24.39
Range 6	\$ 20.53	\$ 21.55	\$ 22.63	\$ 23.76	\$ 24.95
Range 7	\$ 21.05	\$ 22.10	\$ 23.20	\$ 24.36	\$ 25.58
Range 8	\$ 21.56	\$ 22.64	\$ 23.77	\$ 24.96	\$ 26.20
Range 9	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57	\$ 26.85
Range 10	\$ 22.62	\$ 23.75	\$ 24.94	\$ 26.19	\$ 27.50
Range 11	\$ 23.21	\$ 24.37	\$ 25.59	\$ 26.87	\$ 28.21
Range 12	\$ 23.76	\$ 24.94	\$ 26.19	\$ 27.50	\$ 28.88
Range 13	\$ 24.35	\$ 25.57	\$ 26.85	\$ 28.19	\$ 29.60
Range 14	\$ 24.94	\$ 26.19	\$ 27.50	\$ 28.87	\$ 30.31
Range 15	\$ 25.59	\$ 26.87	\$ 28.21	\$ 29.62	\$ 31.10
Range 16	\$ 26.18	\$ 27.49	\$ 28.87	\$ 30.31	\$ 31.82
Range 17	\$ 26.85	\$ 28.20	\$ 29.61	\$ 31.09	\$ 32.64
Range 18	\$ 27.49	\$ 28.87	\$ 30.31	\$ 31.82	\$ 33.42
Range 19	\$ 28.22	\$ 29.63	\$ 31.11	\$ 32.67	\$ 34.30
Range 20	\$ 28.87	\$ 30.31	\$ 31.83	\$ 33.42	\$ 35.09
Range 21	\$ 29.59	\$ 31.07	\$ 32.62	\$ 34.25	\$ 35.97
Range 22	\$ 30.34	\$ 31.85	\$ 33.44	\$ 35.12	\$ 36.87
Range 23	\$ 31.12	\$ 32.67	\$ 34.31	\$ 36.02	\$ 37.82
Range 24	\$ 31.85	\$ 33.45	\$ 35.12	\$ 36.88	\$ 38.72
Range 25	\$ 32.63	\$ 34.27	\$ 35.98	\$ 37.78	\$ 39.67
Range 26	\$ 33.42	\$ 35.09	\$ 36.85	\$ 38.69	\$ 40.63
Range 27	\$ 34.29	\$ 36.00	\$ 37.80	\$ 39.69	\$ 41.68
Range 28	\$ 35.12	\$ 36.87	\$ 38.72	\$ 40.65	\$ 42.69
Range 29	\$ 35.99	\$ 37.79	\$ 39.68	\$ 41.66	\$ 43.75
Range 30	\$ 36.82	\$ 38.66	\$ 40.60	\$ 42.63	\$ 44.76
Range 31	\$ 37.79	\$ 39.68	\$ 41.66	\$ 43.74	\$ 45.93
Range 32	\$ 38.65	\$ 40.58	\$ 42.61	\$ 44.74	\$ 46.98
Range 33	\$ 39.67	\$ 41.65	\$ 43.73	\$ 45.92	\$ 48.22
Range 34	\$ 40.60	\$ 42.63	\$ 44.76	\$ 47.00	\$ 49.35
Range 35	\$ 41.63	\$ 43.71	\$ 45.90	\$ 48.19	\$ 50.60
Range 36	\$ 42.61	\$ 44.74	\$ 46.98	\$ 49.33	\$ 51.80
Range 37	\$ 43.73	\$ 45.91	\$ 48.21	\$ 50.62	\$ 53.15
Range 38	\$ 44.74	\$ 46.98	\$ 49.33	\$ 51.80	\$ 54.39
Range 39	\$ 45.89	\$ 48.19	\$ 50.60	\$ 53.13	\$ 55.78
Range 40	\$ 46.98	\$ 49.32	\$ 51.79	\$ 54.38	\$ 57.10
Range 41	\$ 48.19	\$ 50.60	\$ 53.13	\$ 55.79	\$ 58.58
Range 42	\$ 49.32	\$ 51.78	\$ 54.37	\$ 57.09	\$ 59.95
Range 43	\$ 50.60	\$ 53.13	\$ 55.79	\$ 58.58	\$ 61.51
Range 44	\$ 51.78	\$ 54.37	\$ 57.09	\$ 59.95	\$ 62.94

**Employee Anniversary Increments:**

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.63
- 10 years of service: \$1.26
- 15 years of service: \$1.89
- 20 years of service: \$2.52
- 25 years of service: \$3.15

**Night Shift Pay Differential:**

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

**Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

**Classified Substitute Pay:**

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

**AVID Tutor (exempt) \$16.00 per hour**



**OXNARD SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,  
OXNARD CHAPTER 272  
2024-2025 Classified Work Year Calendars**

**TERMS AND CONDITIONS:** The Oxnard School District (hereinafter, "District") and the California School Employees Association and its Oxnard Chapter 272 (hereinafter, "Association."), agree as follows:

1. The District and Association met to negotiate the attached classified work calendars for bargaining unit members for the 2024-2025 school year. The calendars attached reflect the employee workdays for the designated classifications.
2. Bargaining unit members' work year shall be defined by the number of actual workdays and the sixteen (16) Paid Holidays as stated in Article 14: Annual Work Calendar and Holidays.
3. The parties recognize that the 2024-2025 work calendar reflects the new Juneteenth Holiday. Juneteenth can only be recognized on June 19<sup>th</sup> of every year.
4. For the 2023-2024 work calendar there was an adjustment to the calendar due to the newly adopted holiday of Juneteenth. This past year all employees who qualified for Juneteenth (worked the day before or day after) were paid for the holiday.
5. The parties collaborated in the development of the 2024-25 work calendar to ensure all workdays and holidays are reflected accurately. Should there be any inquires or concerns, classified staff are encouraged to reach out to Assistant Superintendent, Natalia Torres, at [ntorres@oxnardsd.org](mailto:ntorres@oxnardsd.org) and Labor Relations Representative, Lisa Towery, at [ltowery@csea.com](mailto:ltowery@csea.com)
6. It is agreed and understood that this agreement is subject to all approvals required under the CSEA Policy 610. The Oxnard School District Governing Board approved the 2024-25 student calendar on 12-13-2023.
7. This MOU shall not be a precedent setting.

**Dated this 23<sup>rd</sup> day of May 2024**

**For the ASSOCIATION:**

**For the DISTRICT:**



Lisa Towery (May 28, 2024 22:13 PDT)

Lisa Towery  
Labor Relations Representative



N Torres (May 28, 2024 21:59 PDT)

Dr. Natalia Torres  
Assistant Superintendent, Human Resources

**OXNARD SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,  
OXNARD CHAPTER 272  
2024-2025 Classified Work Year Calendars**

Victor Centeno

Victor Centeno (May 29, 2024 08:12 PDT)

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Victor Centeno, Vice President

Alicia Serrato

Alicia Serrato (May 29, 2024 08:22 PDT)

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Alicia Serrato, Clerical



Alejandro Cortez (May 29, 2024 11:04 PDT)

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Alex G. Cortez, Para



Raymond Ibay (May 29, 2024 09:26 PDT)

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Ray Ibay, Technology



Alex i cortez (May 29, 2024 09:12 PDT)

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Alex Cortez Sr., Custodial



Nicole Taylor (May 29, 2024 12:29 PDT)

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Nicole Taylor  
Campus Assistants



Ilene Poland (May 29, 2024 13:18 PDT)

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Ilene Poland  
CNS



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

**Approval of the Oxnard School District (District) and Oxnard Educators Association  
OEA Memorandum of Understanding (MOU), Agreement #23-210, Detailing Compensation for  
Unit Members Electing to Conduct Special Education Intersession/Summer Assessments (Torres)**

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The District and OEA have agreed to a Memorandum of Understanding, Agreement #23-210 for unit members who volunteer to conduct special education assessments, outside of their current caseload, during non-contracted work days for the period of June 17, 2024 through June 30, 2025.

**FISCAL IMPACT:**

The fiscal impact for testing and assessment of 83 students, including IEPs, is not to exceed \$95,000 to be paid from the extra hours general fund.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve MOU/Agreement #23-210 as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [OEA SPED Intersession and Summer Assessments \(two pages\)](#)

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 OXNARD SCHOOL DISTRICT  
 AND  
 THE OXNARD EDUCATORS ASSOCIATION

**Special Education Intersession/Summer Assessment**

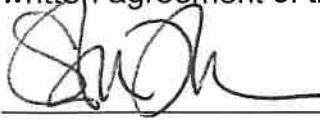
This Agreement was made and entered into this day June 14, 2024, by and between Oxnard School District ("District") and Oxnard Educators Association ("OEA").

For the period of June 17, 2024 through June 30, 2025:

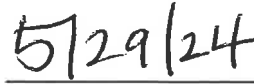
Bargaining unit members who volunteer to conduct special education assessment, outside of their current caseload, during non-contracted work days shall be compensated at 1.5 times the rate of Schedule II pay.

Duty	Hours
Prepare Initial IEP	12
A. Administer academic assessment	
B. Prepare academic assessment report	
C. Prepare all pages of IEP	
D. Complete all clerical duties related to IEP preparation	
Prepare Triennial IEP	12
A. Administer academic assessment	
B. Prepare academic assessment report	
C. Prepare all pages of IEP	
D. Complete all clerical duties related to IEP preparation	
Prepare Annual IEP	6
A. Prepare all pages of IEP	
B. Complete all clerical duties related to IEP preparation	
Administer academic assessment and write report	8
Prepare Progress Report	2
Prepare Report Card (if applicable)	2
Attend IEP meetings for student	Actual time spent at IEP meeting

All hours must be pre-approved by the Director of Special Education or designee. This MOU shall expire in full without precedent on June 30, 2025 unless extended by mutual written agreement of the Parties.



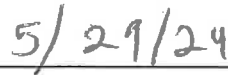
\_\_\_\_\_  
Stacie Thurman  
President, Oxnard Educators Association



\_\_\_\_\_  
Date



\_\_\_\_\_  
Dr. Natalia Torres  
Superintendent, Oxnard School District



\_\_\_\_\_  
Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #23-311: Revisions to the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2023-24 Collective Bargaining Agreement; and Updated Compensation for the 2023-24 School Year (Torres/Carroll)**

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In order to increase the District's goal to attract and retain highly qualified certificated staff, the following compensation package for the Oxnard Supportive Services Association (OSSA) employee group and the updates to contract language that reflect negotiated changes, is presented for the Board's consideration. The negotiating teams met from October 2023 through April 2024.

The following articles were revised:

- Article 5: WORK CALENDAR
- Article 9: EVALUATIONS
- Article 11: LEAVE PROVISIONS
- Article 16: SALARIES
  - 3% on-schedule salary increase, retroactive to July 1, 2023;
  - 3% one time, off-schedule salary payment;
- Article 17: PROFESSIONAL GROWTH
- Article 18: FRINGE BENEFITS
  - 1% towards Health & Welfare cap, effective January 1, 2025
- Article 23: TERM

Furthermore, the following Memorandums of Understanding was agreed upon by the parties:

- Settlement and Agreement and General Release between OSD and OSSA regarding negotiations

Red text indicates newly added language, while strikethrough indicates deleted language.

#### **FISCAL IMPACT:**

Total fiscal impact is \$1,230,828 and will be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees adopt Agreement #23-311: revisions to the

District's and OSSA's 2023-24 Collective Bargaining Agreement, including updated compensation for the 2023-24 school year, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** TA 23-311 w. OSSA w. 05.13.2024 revisions (eleven pages)

MOU w. OSSA re Negotiations (one page)

OSSA Evaluation Revisions COMPLETE (27 pages)

2023\_24 OSSA salary Schedule - Effective 2023-07-01 (two pages)



## 10/2/2023 Article 23. TERM

This Agreement shall become effective July 1, 2022, and shall remain in full force and effect up to and including June 30, 2025 and shall continue in effect year-by-year, unless one of the parties notifies the other in writing no later than ~~April 1~~ **June 30th** of each year of its request to modify, amend, or terminate the agreement. No sooner than ~~January 1, May 1st 2023 or January 1 of any successive year,~~ and no later than ~~March 1, 2023~~ **June 30th of each year** or ~~March 1 of any successive year,~~ the party wishing to modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial ~~proposals~~ **articles** for a successor agreement. Meeting and negotiating ~~in connection with such proposals as well as appropriate counter-proposals~~ shall commence no later than ~~April 1~~ **October 1st** following receipt thereof ~~or as mutually agreed upon by both parties.~~ Either party may reopen to negotiate Article 16, Salaries and Article 18, Fringe Benefits. Additional articles, up to a maximum of three (3) by each party may be re-opened, provided, however, ~~that if the re-opener proposals~~ **ed articles** from both parties exceed three (3) articles, then the articles to be re-opened shall be selected by mutual agreement of the parties.

**10/2/2023 Article 5 Work Calendar**

## 5.1 Work Year

The work year shall follow the fiscal calendar beginning July 1 and ending June 30 each year, the days to which a unit ~~member~~ **employee** is contractually obligated to work must be worked between July 1 and June 30.

5.2 The District and the Association agree that unit ~~member~~ **employees** should be scheduled to work during time that maximizes student learning or when students are in session. Therefore, unit ~~member~~ **employees** assigned to a program, department, or site operating on the district calendar shall have a work year reflected in the negotiated work calendar for all OSSA positions attached to the end of this document. On non-student days, a unit ~~member~~ **employee** may request a change in calendar and flex the days and work location. It may be granted with the approval of the ~~site~~ **immediate** supervisor.

5.3 For full-time unit ~~member~~ **employees**, the normal work week shall consist of five (5) consecutive work days, Monday through Friday. For part time unit ~~member~~ **employees**, the work week shall be mutually agreed upon by the unit ~~member~~ **employee** and their immediate supervisor ~~or administrative designee.~~ **Each unit member and his or her immediate supervisor shall meet and attempt to mutually agree upon the unit member's work calendar for the ensuing school year before the start of the school year.** If a mutual determination cannot be reached between the unit ~~member~~ **employee** and his/her supervisor as to the unit ~~member~~ **employee's** work calendar, the District reserves the right to establish the work calendar for the unit ~~member~~ **employee** involved. ~~Unit members shall complete~~

~~their work calendars only after their assignments have been finalized for the following school year.~~

The Association shall have the opportunity to provide input with management in developing the work calendar(s) and meet to discuss the work calendar(s). On or prior to the last day of student instruction, unit member employees will be notified in writing of their start date for the following school year.

**1/22/24**

## Article 9 EVALUATIONS

~~9.1 Recognizing that the District and the Association are committed to the utilization of an interest-based approach whenever and wherever possible,~~ The evaluation process shall include a review of the unit member employee's current performance and emphasize the recognition of their strengths and meritorious accomplishments. It is imperative that those responsible for personnel evaluation follow methods of identifying strengths as well as deficiencies areas for growth in order to bring an awareness of these to the attention of each unit member employee. When reinforcement of professional service takes a positive rather than a negative form, there is a much greater likelihood of improved professional performance.

9.2 To facilitate an accurate evaluation, a rubric will be utilized specific to an employee's job classification. These forms shall be known as the OSSA Employee Performance Evaluation Summative Report and shall be included in the contract under an appendix.

~~9.2 Probationary unit members shall be evaluated at least once each school year. Permanent unit members shall be evaluated at least once every other school year starting with the first permanent year except as noted below in section 9.7.5.~~

~~9.3 Evaluation process: The unit member shall be notified in writing or email by the supervisor within thirty (30) calendar days from the first day of instruction whether the unit member will be evaluated or not in that school year and who will be conducting the evaluation. During the evaluation year, the unit member's evaluator shall observe the unit member and/or gather information related to the~~

~~Page 17 of 73~~

~~unit member's performance (e.g., reports, IEPs, etc.). If personal observation of the work of a unit member is necessary, it shall be conducted openly and with full knowledge of the unit member.~~

~~9.4~~ **9.3** Matters which are outside the scope of employment are irrelevant to the process of evaluation.

~~9.5~~ **9.4** Data for evaluation summaries may include information from the following sources:

**Information collected for evaluation summaries may include the following sources:**

~~9.5.1~~ **9.4.1** Observation— visits of sufficient time to observe and assess job-related skills and abilities; additional observations of unit member **employee's** performance within the eight-hour (8) day which may be of lesser duration, lesser formality and in other than the unit member's primary work environment **workday in various settings.**

~~9.5.2~~ **9.4.2** In addition to personal observation, **Site/department administrator feedback; student support documentation; parent or guardian feedback; any** information which has been documented and found to be reliable by the evaluator and which relates to the performance of the unit member **employee** may be included in the evaluation process.

~~(Such information must be brought to the attention of the unit member in writing (including email) before it may be included in the final evaluation summary.)~~ **Such information must be shared with the unit employee during the Evaluation conference.**

~~Upon request of the unit member, a personal conference involving the affected union member, evaluator and individual initiating this information shall be held to review such information.~~

**9.6** **9.5** Probationary unit member **employees will be evaluated each probationary year. Permanent unit employees will be evaluated at least once every other school year starting with the first permanent year. After receiving 2 evaluations of "meets expectations" or better in all performance areas, the unit employee may be evaluated once every 3 years at the evaluator's discretion.**

~~9.6.1 In each of the two probationary years, the unit member's evaluator shall observe the unit member and/or gather information related to the unit member's performance (e.g., reports, IEPs, etc.) no later than ninety (90) calendar days after the first day of instruction. The evaluator shall present a written report of the observation or other evaluation data, to the unit member within fifteen (15) work days following the observation. A meeting shall be held between the unit member and their evaluator to discuss and review the Conference Summary providing feedback to the unit member regarding strengths and areas for improvement. The evaluator and unit member shall sign and date the conference summary.~~

~~The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.~~

~~9.6.2 By January 31 of each year, the evaluator shall observe the unit member and/or gather information related to the unit member's performance and shall meet with the unit member to discuss and review the Conference Summary. The evaluator and unit member shall sign and date the second conference summary. The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.~~

~~9.6.3 A final evaluation summary report shall be submitted to the unit member no later than thirty (30) calendar days preceding the last day of instruction. The evaluator and unit member shall meet to review the report. Within three (3) working days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member's agreement with the evaluation. The unit member's written response, if any, shall be attached to the report and become a permanent part thereof.~~

~~9.6.4 If the probationary unit member received an Unsatisfactory or Needs to Improve on a conference summary or summative evaluation, the evaluator shall complete the Performance Improvement Plan form that: 1) outline in writing areas in need of improvement; 2) the specific steps the employee needs to take to improve; and 3) assistance available to support the employee. The employee's progress on the improvement plan shall be reevaluated within sixty (60) work days and as needed thereafter until the employees' performance is deemed to be satisfactory or until the unit member is separated from the District. The unit member shall take proactive steps to correct any areas that need improvement.~~

**9.6 Notification of evaluation shall be provided in writing or email on or before September 30th and includes the name of the evaluator. A unit employee with a start date after September 30th will be notified within 30 calendar days.**

**9.7 Permanent Unit Members- Evaluation process:**

9.7.1 ~~Permanent unit member shall be evaluated at least once every other school year. The unit member shall be notified in writing or email by the supervisor within thirty (30) calendar days from the first day of instruction whether the unit member will be evaluated or not in that school year and who will be conducting the evaluation. The unit member's evaluator shall observe the unit member and/or gather information related to the unit member's performance (e.g., reports, IEPs, etc.) no later than one hundred twenty (120) calendar days after the first day of instruction in each evaluation year. The evaluator shall present a written summary of the observation or other evaluation data, to the unit member within fifteen (15) work days following the observation. A meeting shall be held between the unit member and their evaluator to discuss and review the Conference Summary providing feedback to the unit member regarding strengths and areas for improvement, if any. The evaluator and unit member shall sign and date the conference summary. The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.~~ The 1st Evaluation Conference will take place prior to winter break. Observation and or collection of information shall occur between notification of evaluation and the first evaluation conference. Unit employees shall receive the OSSA Employee Performance Evaluation Summative Report at this meeting, which will indicate sources cited. At the meeting, both the evaluator and unit employees acknowledge discussion and receipt of the summative report. Unit employee's signature does not necessarily indicate agreement. The unit employee has the right to respond in writing within 3 working days and such response will be attached to and become a permanent part thereof.

9.7.2 ~~If the unit member receives a Needs to Improve or Unsatisfactory rating in the first conference summary, the evaluator shall observe the unit member and/or gather information related to the unit member's performance and shall meet with the unit member for a second conference no later than April 1 of the evaluation year. The evaluator and unit member shall sign and date the second conference summary. The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.~~ The Final Evaluation Conference will take place prior to the last 30 days of instruction. Observation and/or collection of information shall occur between winter break and the second Evaluation conference. Unit employees receiving a "Meets Expectations" or higher, shall receive the final OSSA Employee Performance Evaluation Summative Report at this meeting. At the meeting, both the evaluator and unit employee acknowledge discussion and receipt of

summary. Unit employee's signature does not necessarily indicate agreement. The unit employee has the right to respond in writing within three (3) working days and such response will be attached to and become a permanent part thereof.

~~9.7.3 A final evaluation summary report shall be submitted to the unit member no later than thirty (30) calendar days preceding the last day of instruction. The evaluator and unit member shall meet to review the report. Within three (3) working days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member's agreement with the evaluation. The unit member's written response, if any, shall be attached to the report and become a permanent part thereof.~~

~~9.7.4 If the employee received an Unsatisfactory or Needs to Improve on their conference summary or summative evaluation, the evaluator shall complete the Performance Improvement Plan Form and offer positive assistance aimed at achieving improvement. The evaluator shall: 1) outline in writing areas in need of improvement; 2) the specific steps the employee needs to take to improve; and 3) assistance available to support the employee. The employee's progress on the improvement plan shall be reevaluated within ninety (90) work days and as needed thereafter until the employee's performance is deemed to be satisfactory. The unit member shall take proactive steps to correct any areas that need improvement. When any permanent employee has received an Unsatisfactory or Needs to Improve on their summative evaluation, the District shall at least annually evaluate the employee until the employee achieves a satisfactory evaluation or is separated from the District.~~

~~9.7.5 A unit member who, after reaching permanent status and who has received two evaluations of "Meets Expectations" or better in all performance areas may be evaluated at least once every three (3) years at the evaluator discretion. The unit member shall be notified in writing or email by the evaluator within thirty (30) calendar days from the first day of instruction whether the unit member will be evaluated in that school year.~~

**9.8 Needs to Improve:** If the unit employee received an "Unsatisfactory" or "Needs to Improve" on an OSSA Employee Performance Evaluation Summative Report, the evaluator shall complete the Performance Improvement Plan Form and offer positive assistance aimed at achieving improvement. The evaluator shall: 1) outline in writing areas in need of improvement; 2) the specific steps the employee needs to take to improve; and 3) assistance available to support the unit employee. The unit employee's progress on the improvement plan shall be reevaluated within ninety (90) calendar days and as needed thereafter until the unit employee's performance is deemed to be satisfactory. The unit employee shall take proactive steps to correct any areas that need improvement. When a unit employee with permanent status has received a rating of "Unsatisfactory" or "Needs to Improve" on their final OSSA Employee Performance Evaluation Summative Report, the unit employee shall be re-evaluated the following year but only in the specific performance

area identified in the improvement plan unless the unit employee elects to be fully evaluated; neither reset the evaluation cycle.

~~9.8~~ **9.9** Materials in personnel files of employees which may serve as a basis for affecting the status of that employment are to be made available for the inspection of the unit ~~member~~ **employee** involved. Every employee shall have the right to inspect such materials upon request at a time when such person is not actually required to render services to the employing District.

~~9.9~~ **9.10** Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable interviewing committee members, or (3) were obtained in connection with a promotional examination.

~~9.10~~ **9.11** Information of a derogatory nature, ~~except material mentioned in paragraph 9.7 of this section,~~ shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his own comments. Such review may take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

~~9.14~~ **9.12** Upon written authorization by the unit ~~member~~ **employee**, a representative of the Association shall be permitted to examine and/or obtain a copy of non-confidential materials in such unit ~~member~~ **employee's** personnel file without charge.

~~9.12~~ **9.13** Evaluation procedures may be revised during the term of this agreement by mutual consent of the District and the Association.

#### 1/22/2024 Article 11 Leaves

11.4 Absence Beyond Accumulated Sick Leave. A unit ~~member~~ **employee** absent for illness, injury, disability, or quarantine beyond the number of workdays accumulated for sick leave shall have deducted from his/her salary the amount paid to the substitute, whether a substitute is employed or not, for those days beyond the sick leave allowance for the period of five (5) school months or less, such amount not to exceed ~~the absent unit member's daily rate of pay~~ **50% of the absent unit employee's daily rate of pay**. A unit ~~member~~ **employee** absent beyond this period shall have deducted from his/her salary his/her full daily rate of pay.

#### 1/22/20244 Article 17 Professional Growth

17.2.1 Beginning the ~~2022-23~~ **2024-2025** School Year, each unit ~~member~~ **employee** shall be allocated \$1,500 **to use** over a two-year period. **Allocation will occur every other year thereafter.** Any funds not used during the two-year period cannot be carried over. The District will administer professional development funds for each unit ~~member~~ **employee** to be dispersed throughout the two-year period. The unit ~~member~~ **employee** shall seek advanced written approval from the designated administrator(s) for use of these funds. The unit ~~member~~



**employee** shall submit the request for payment or reimbursement to their designated administrator(s). The District shall not act arbitrarily or capriciously when rejecting requests. **unit member employees** may use the grievance process to challenge a rejection of their request for use of these funds.

2/12/24 TA reached.

#### Article 11.10.1 NEW

### 11.10 PARENTAL LEAVE

11.10.1 Under California Family Rights Act (CFRA 2016), California Ed. Code 44977.5, and the Federal Family Leave and Medical Leave Act of 1993 (FMLA), a bargaining unit employee may elect to utilize up to twelve (12) weeks of Parental Leave occasioned by the birth or adoption of a child or foster child placement.

11.10.2 The twelve (12) week Parental Leave shall run consecutively to the bargaining unit employee's Maternity Leave of Absence (aka Pregnancy Disability). The twelve (12) week Parental Leave shall run concurrently with Sick Leave Use for Adoption/Paternity/Foster Care for the birth, adoption of a child, or foster child placement.

11.10.3 A bargaining unit employee shall use any accumulated Sick Leave for the twelve (12) week Parental Leave before receiving 50% pay (In order to qualify for 50% pay, a member must exhaust all accrued full-pay sick leave). The twelve (12) week Parental Leave shall run concurrently with California Family Rights Act, CFRA. Under CFRA regulations, the minimum duration of the leave shall be two (2) week blocks of time, except the District must grant a request for leave of less than two (2) weeks duration on any two (2) occasions.

11.10.4 Parental leave must be utilized during the first year following the birth or placement of a child with the bargaining unit employee. If a bargaining unit employee exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week Parental Leave, and continues to be absent from his or her duties on account of Parental Leave, the amount deducted from the bargaining unit employee's salary shall be fifty (50) percent of their salary due in accordance with education code 44977.5.

11.10.5 A bargaining unit employee shall not be provided more than one twelve (12) week period for Parental Leave per Pregnancy Disability Leave (PDL) or Adoption/Paternity/Foster Care Leave. However, if a school year terminates before the twelve (12) week period is exhausted; the bargaining unit employee may take the balance of the twelve (12) week period in the subsequent school year provided it is within one year of the birth or adoption of a child or foster child placement. Any new allotment of sick leave shall be used concurrently with the remaining balance of parental leave.



**4/8/24 Article 16 Bilingual Stipend TA reached April 8, 2024**

~~16.9.2 Upon actual receipt of a bilingual/bicultural credential or certificate of competence in Spanish from accredited university and/or State department of Education,~~ **Unit employees who are assigned by management to use their bilingual skills within their job duties and can demonstrate bilingual proficiency by passing CSET subtest III, Praxis or other District recognized assessment or possession of either a credential or certificate of competence or university degree (bachelors or higher) in said language, the district will pay shall receive an annual stipend of \$1,000**

**TA 4/24/24 Article 16**

16.1 OSSA and OSD agree to a 3% on salary schedule (ongoing), retroactive to July 1, 2023 increase and 3% off schedule (one-time payment).

**TA 4/24/24 Article 18. FRINGE BENEFITS**

18.1 The Association agrees to be bound by the terms and conditions of the District's current health and welfare benefits provider Participation Agreement. ~~Such Participation Agreement shall be attached hereto as Appendix Resolution #22-30 and incorporated by this reference as though fully set forth herein.~~ Unit member **employees enrolled in benefits** shall participate in the District's group health and welfare benefits currently in existence and/or as may be amended, changed, or modified by approval or resolution of the Board of Trustees for certificated staff. The cost of participating in the District's group health and welfare benefits shall be paid by the unit member **employee and the District. The District will continue to make contributions toward the payment of premiums for group health insurance programs at the current level for eligible employees. Effective January 1, 2025, the District's annual contribution (CAP) shall be \$7,676.00 per eligible unit employee.** The unit member **employee** may participate in the District's Section 125 Plan to allow for monthly pre-tax deductions of the health and welfare benefits cost borne by the unit member **employee** (See Article 16.1.1).

~~18.2 The District and Association accept the Trust Fund directors appointed respectively by participating employees (Management) and employee organizations (Labor) as their directors and agree to be bound by the collective decisions of the Board of Directors to the extent such decisions are lawful, are consistent with the Trust Fund's Declaration of Trust and do not conflict with the terms and conditions of the parties' Participation Agreement or this collectively negotiated agreement.~~

18.3 Life Insurance. The District shall contribute monthly premiums for group life

insurance. The insurance coverage will be in the amount of \$10,000 for ~~members~~ **unit employees**, \$1,500 for dependents older than six months, and \$100 for dependents six months and younger.

#### 18.4 Health Insurance for Retirees

18.4.1 Bargaining unit employees who were hired before July 1, 2006 will be eligible for

the retirees' health insurance benefits subject to the following conditions: This provision shall apply to unit ~~member~~ **employees** retiring between the ages of fifty-five (55) and sixty-nine (69); the unit ~~member~~ **employee** must have served in a certificated position in the California public school system for at least fifteen (15) years and in the Oxnard School District for the eight (8) consecutive years preceding the date of retirement and the unit ~~member~~ **employee** must be participating in the health benefits program for at least 8 of the last 10 years preceding their retirement date. One of the eight (8) years must be the year of retirement. For such unit ~~member~~ **employees** who elect to participate in this benefit, the District shall contribute the full amount of the ~~composite~~ rate premium for group health insurance and the full amount of the premium for vision and dental until the unit ~~member~~ **employee** reaches age sixty-nine (69). This insurance shall continue until age sixty-nine (69) even though the retiree is eligible for and receiving alternative insurance.

18.4.2 Bargaining unit ~~member~~ **employees** who are hired on or after July 1, 2006 through June 30, 2012 will be eligible for the retirees' health insurance benefits subject to the following conditions: This provision shall apply to ~~member~~ **employees** retiring between the ages of fifty-five (55) and sixty-five (65); the ~~member~~ **employee** must have served in a certificated position in the California public school system for at least fifteen (15) years and in the Oxnard School District for the eight (8) consecutive years preceding the date of retirement and the unit ~~member~~ **employee** must be participating in the health benefits program for at least 8 of the last 10 years preceding their retirement date. One of the eight (8) years must be the year of retirement. For such unit ~~member~~ **employees** who elect to participate in this benefit, the District shall contribute the full amount of the ~~composite~~ rate premium for group health insurance and the full amount of the premium for vision and dental until the unit ~~member~~ **employee** reaches age (65). This insurance shall continue until age sixty-five (65) even though the retiree is eligible for and receiving alternative insurance.

- 18.4.3 For retirees who satisfy the terms and conditions of Section 18.4 of the contract and who are eligible for Medicare prior to reaching the age of 69, the District's health insurance contribution shall be modified to provide secondary/supplemental coverage to Medicare A and B until age 69 in lieu of primary coverage. Should a retiree not be eligible for Medicare, then the retiree shall continue to be covered by the District's health insurance and that insurance shall act as the primary coverage up to the age of 69.
- 18.4.4 Should a retiree who was formerly a part-time employee elect to enroll, the District shall prorate the premium contribution (e.g., a 75% FTE employee shall pay 25% of the district's premium contribution). The retiree will be obligated to pay any difference between the District's contribution and the actual insurance premium.
- 18.4.5 A retiree can elect to opt-out of the insurance program at any time. Once this decision is made it is irrevocable.
- 18.4.6 Coverage under this section applies only to the retiree, their spouse or domestic partner, and any eligible dependents that are covered at the time of retirement.
- 18.5 ~~OSSA Members~~ **Unit employees** hired into the District AFTER July 1, 2012 are not eligible for retiree health benefits.

PROPOSED MEMORANDUM OF UNDERSTANDING  
BETWEEN THE OXNARD SCHOOL DISTRICT AND THE OXNARD SUPPORTIVE SERVICES  
ASSOCIATION

This Memorandum of Understanding is entered into by and between the Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA). The District and OSSA and here after referred to as the "The Parties." The Parties have entered into this MOU to continue with the current provisions of the *Settlement Agreement and General Release between OSD and OSSA*, (Board Approved on June 05, 2024 extending until the conclusion of the 2024-2025 negotiations.

The parties mutually agree to continue all parts of the Settlement Agreement and General Release Between OSD and OSSA until the conclusion of the 2024-2025 negotiations.

**Notes:**

(Paragraph 5) Agree to continuing the ground rules enumerated in Exhibit 1 of the settlement agreement until the end of the school year 2024-2025

(Paragraph 6) At the conclusion of bargaining during the school year 2024-2025, the parties will negotiate as to the utilization of a third-party facilitator for the subsequent round of bargaining.


(Paragraph 7) The parties agree to engage in a hybrid method of collective bargaining that incorporates elements of Interest Based Bargaining ("IBB") and elements of traditional "positional bargaining" as described in Exhibit 2.

IT IS THEREFORE NOW, AGREED BY AND BETWEEN THE PARTIES THAT:

The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU is not a precedent-setting and shall not form any basis for a past practice, unless extended by mutual written agreement of the Parties. Both parties agree to renegotiate the terms of the settlement before the expiration of this MOU. The MOU sunsets on June 30, 2025.

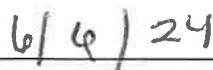
The undersigned affirms that each party representative is authorized to enter this MOU, and is effective upon full execution below.

This agreement is subject to ratification by the OSD Board of Education.

  
\_\_\_\_\_  
Shiri Hermesh  
President, Oxnard Supportive Services Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Natalia Torres  
Asst. Superintendent of Human Resources

  
\_\_\_\_\_  
Date



# OXNARD SCHOOL DISTRICT

## OSSA EMPLOYEE PERFORMANCE EVALUATION

### SUMMATIVE REPORT FOR THE PROGRAM SPECIALIST

Employee's Name: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Assignment Location: \_\_\_\_\_

School Year: \_\_\_\_\_

Check one:  Probationary Year 1     Probationary Year 2     Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>st</sup> Rating	Final Rating
<b>1 - Attendance</b>	Program Specialist misses more than 15% of each work month which results in missing timelines and noncompliance. Also limits communication with necessary staff for collaboration, IEPs and other supports.	Program Specialist misses more than 10% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs and other supports.	Program Specialist misses less than 10% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.	Program Specialist misses no more than 5% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.		
<b>2- Work relationships</b>	Program Specialist's interactions with students, staff, parents, and community are negative or inappropriate. Program Specialist violates confidentiality. Program Specialist fails to communicate, or communicates in an insensitive manner, with families and staff.	Program Specialist's interactions with students, staff, parents, and community are sometimes negative or inappropriate. Program Specialist's communication with families and staff is partially successful: there are occasional gaps in cultural competence.	Program Specialist's interactions with students, staff, parents, and community are consistently positive and respectful. Program Specialist displays high standards of integrity, and confidentiality in interactions with colleagues, students, and the public. Program Specialist communicates with families and staff, securing necessary consent for records and evaluations, and does so through a lens of cultural competence.	Students, staff, parents, and/or community seek out the Program Specialist, reflecting a high degree of comfort and trust in the relationship. Program Specialist consistently holds the highest standards of honesty, integrity, and confidentiality. Program Specialist communicates with families securing necessary consent for records and evaluations, and does so through a lens of cultural competence. Program Specialist reaches out to families and staff to enhance trust.		
<b>3 - Interpretation of Assessment</b>	Program Specialist demonstrates little or no knowledge and skill in selecting and using appropriate assessment tools to guide the evaluation students.	Program Specialist uses limited knowledge and skill in selecting and using appropriate assessments to guide the evaluation process for students.	Program Specialist uses and recommends appropriate assessment tools based on the referral question(s) and student record review to support the analysis of the academic	Program Specialist uses a wide range of assessments that are appropriate for, and based on, the referral question(s) and student record review to evaluate level of student		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>st</sup> Rating	Final Rating
		i.e., uses the same assessments regardless of individual needs.	assessments to aide in appropriate recommendations for identified strengths and challenges.	functioning, disability and to help determine eligibility decisions. Program Specialist demonstrates comprehensive use of the District academic assessment template and procedures.		
<b>4 - Supports timelines and federal and state regulations</b>	Program Specialist demonstrates little or no knowledge of governmental regulations and resources for students available through the school and district. Does not maintain timelines or document all communication for compliance purposes.	Program Specialist displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources in the community. Inconsistently maintains timelines and <b>inconsistently</b> documents all communication for compliance purposes.	Program Specialist demonstrates knowledge of governmental regulations and resources for students available through the school, district, and community. Maintains timelines and documents all communication for compliance purposes.	Program Specialist’s knowledge of governmental regulations and resources for students is extensive and is willing to work with families to find alternative resources and/or supports as needed. Program Specialist follows all established safeguards, maintains timelines, and documents all communication for compliance purposes; and works with assessment team to do so as well.		
<b>5 - Record Keeping</b>	Program Specialist’s records are in disarray. When requested Program Specialist is not able to provide the requested documents.	Program Specialist’s records are not accurate and not stored in a secure location. When requested Program Specialist is not able to provide the requested documents in completion.	Program Specialist’s records are accurate, well organized, and comprehensive. When requested Program Specialist is able to provide the requested documents in completion.	Program Specialist’s records are accurate, well organized, and comprehensive. They are written to be understandable to another qualified professional. When requested Program Specialist is able to provide the requested documents in completion.		
<b>6 – Initiative / Dependability</b>	Program Specialist resists engaging in professional development and following through on administrative directives.	Program Specialist participates in some professional development when asked. Program Specialist follows through with some administrative directives and duties as assigned.	Program Specialist willingly participates and seeks out professional development opportunities. Program Specialist follows through with all administrative directives and duties as assigned.	Program Specialist willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District level. Program Specialist follows through with		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>st</sup> Rating	Final Rating
				all administrative directives and duties as assigned.		
<b>7 - Professional Collaboration</b>	Program Specialist fails to consult with colleagues or to tailor supports for identified student and staff needs.	Program Specialist consults on a limited basis with colleagues. Inconsistent attempts to tailor supports for identified student and staff needs.	Program Specialist consistently consults with colleagues; tailoring supports for identified student and staff needs.	Program Specialist consults frequently with colleagues, contributing specific insights and tailoring supports for identified student and staff needs.		
<b>8 - Community Engagement</b>	In support of teachers and other special education staff Program Specialist declines to maintain contact with community agencies in support of staff and student needs.	In support of teachers and other special education staff Program Specialist maintains occasional contact with community agencies in support of staff and student needs.	In support of teachers and other special education staff Program Specialist maintains ongoing contact with community agencies in support of staff and student needs. Provides supports in alignment with an understanding of the student’s strengths and challenges.	In support of teachers and other special education staff Program Specialist maintains ongoing contact with community agencies in support of staff and student needs. Provides supports in alignment with an understanding of the student’s strengths and challenges.  Program Specialist initiates contact and seeks supports or training through community engagement when needed.		
<b>9 - Participates in department and/or staff meetings</b>	Program Specialist does not attends or become involved in school and district events and department/staff meetings.	Program Specialist infrequently attends or becomes involved in school and district events and department/staff meetings when requested.	Program Specialist participates actively in school and district events and department/staff meetings as demonstrated by verbal and or written participation and /or involvement.	Program Specialist makes a substantial contribution to school and district events and department/staff meetings as demonstrated by verbal and or written participation and /or involvement. Program Specialist seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Dec 2023 DJ

Any combination of the following performance measures may be used:

- Observation(s)

- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:

Comments:

Final Meeting Date:

Comments:

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator's Printed Name \_\_\_\_\_

Evaluator's Title \_\_\_\_\_

~~OSSA Member~~ **Employee's Signature** \_\_\_\_\_

Date \_\_\_\_\_





# OXNARD SCHOOL DISTRICT

## OSSA EMPLOYEE PERFORMANCE EVALUATION

### SUMMATIVE REPORT FOR THE SCHOOL COUNSELOR

Employee's Name: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Assignment Location: \_\_\_\_\_

School Year: \_\_\_\_\_ Check one:  Probationary Year 1     Probationary Year 2     Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st rating	Final rating
<b>1 - Attendance</b>	Counselor misses more than 15% of each work month which results in missing timelines and noncompliance. Limits contact with students. Limits communication with staff for collaboration and other supports.	Counselor misses more than 10% of each work month which results in missing timelines and noncompliance. Limits contact with students. Limits communication with staff for collaboration and other supports.	Counselor misses less than 10% of each work month. Timelines are met. Counselor attendance supports frequent contact with students and communication with staff for collaboration. Supports implementation of tiered interventions across the school site.	Counselor misses no more than 5% of each work month. Timelines are met. Counselor attendance supports consistent contact with students and communication with staff for collaboration. Supports implementation of tiered interventions across the school site.		
<b>2 - Work relationships</b>	Counselor's interactions with students, staff, parents, and community are negative or inappropriate. Counselor violates confidentiality. Counselor fails to communicate, or communicates in an insensitive manner, with families and staff.	Counselor's interactions with students, staff, parents, and community are sometimes negative or inappropriate. Counselor's communication with families and staff is partially successful: there are occasional gaps in cultural competence.	Counselor's interactions with students, staff, parents, and community are consistently positive and respectful. Counselor displays high standards of integrity and confidentiality in interactions with colleagues, students, and the public. Counselor communicates with families and staff securing necessary consent for evaluations, and does so through a lens of cultural competence.	Students, staff, parents, and community seek out the Counselor, reflecting a high degree of comfort and trust in the relationship. Counselor consistently holds the highest standards of honesty, integrity, and confidentiality. Counselor communicates with families and families securing necessary consent for records to support interventions. Counselor reaches out to families and staff to enhance trust.		
<b>3 - Supports and services</b>	Counselor demonstrates little or no knowledge and/or skills in selecting and using appropriate student, school and district data to identify achievement, attendance and discipline issues to be	Counselor uses limited knowledge and skill in selecting and using appropriate student, school and district data to identify achievement, attendance and discipline issues to be	Counselor uses a breadth of knowledge and skill in selecting and using appropriate student, school and district data to identify achievement, attendance and discipline issues to be addressed through instruction. Counselor	Counselor uses a breadth of knowledge and skill in selecting and using appropriate student, school and district data to identify achievement, attendance and discipline issues to be addressed through instruction. Counselor		<b>1898</b>

	addressed through instruction.	addressed through instruction. Counselor demonstrates limited pedagogical skills, including culturally responsive classroom management strategies, lesson planning and personalized instruction.	demonstrates numerous pedagogical skills, including culturally responsive classroom management strategies, lesson planning and personalized instruction. Counselor implements social emotional and behavioral supports across the school community.	demonstrates numerous pedagogical skills, including culturally responsive classroom management strategies, lesson planning and personalized instruction. Counselor engages with school administrators, teachers and other staff to ensure the effective implementation of instruction. Counselor consistently implements social emotional and behavioral supports across the school community.		
<b>4 - Monitors and maintains timelines</b>	Counselor does not maintain timelines or documentation of communication for compliance purposes.	Counselor inconsistently maintains timelines or documentation of all communication for compliance purposes.	Counselor consistently maintains timelines or documentation of all communication for compliance purposes. Counselor maintains adequate documentation in the student information system in order to support tiered interventions.	Counselor consistently maintains timelines or documentation of all communication for compliance purposes. Counselor maintains adequate documentation in the student information system in order to support tiered interventions. Counselor follows all established safeguards, maintains timelines and documents all communication for compliance purposes. Counselor practices in accordance with the ASCA Ethical Standards for School Counselors.		
<b>5 - Record Keeping</b>	Counselor's records are in disarray; they are missing, incomplete and insecure.	Counselor's records are inconsistent and not stored in a secure location.	Counselor's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request.	Counselor's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner in compliance with ASCA guidelines to be understandable to another qualified professional.		
<b>6 - Initiative/Dependability</b>	Counselor resists engaging in professional development and following through on administrative directives.	Counselor participates in some professional development when asked. Counselor follows through with some administrative directives as related to the role of the school Counselor.	Counselor willingly participates and seeks out professional development opportunities. Counselor follows through with all most administrative directives as related to the role of the school Counselor.	Counselor willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District level. Counselor follows through with all administrative directives as		

				related to the role of the school Counselor.		
<b>7 - Professional Collaboration</b>	Counselor fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	Counselor consults on a limited basis with colleagues, making partially successful attempts to tailor supports and services to the questions raised in the referral.	Counselor consults consistently with colleagues; tailoring supports and services to the questions raised in the referral.	Counselor consults frequently with colleagues, contributing specific insights and tailoring supports and services to the questions raised in the referral.		
<b>8 - Community Engagement</b>	Counselor declines to maintain contact with mental health service providers.	Counselor maintains inconsistent and only occasional contact with mental health service providers.	Counselor maintains ongoing contact with mental health and other community service providers that support an awareness and understanding of the student's strengths and challenges.	Counselor maintains ongoing contact with mental health and other community agencies that support an awareness and understanding of the student's strengths and challenges. School Counselor initiates contact and seeks supports or training when needed for the school community.		
<b>9 - Participates in department/staff meetings</b>	Counselor avoids being involved in department/school staff meetings.	Counselor is sometimes involved in department/school staff meetings.	Counselor actively participates and engages in department/school staff meetings as demonstrated by verbal and or written involvement.	Counselor actively participates and engages in department/school staff meetings as demonstrated by verbal and or written involvement. School Counselor seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Dec 2023 DJ

Any combination of the following performance measures may be used:

- Observation(s)
- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:

Comments:

**Final Meeting Date:**

**Comments:**

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator's Printed Name \_\_\_\_\_

Evaluator's Title \_\_\_\_\_

~~OSSA Member~~ **Employee's Signature** \_\_\_\_\_

Date \_\_\_\_\_



# OXNARD SCHOOL DISTRICT

## OSSA EMPLOYEE PERFORMANCE EVALUATION SUMMATIVE REPORT FOR THE SCHOOL NURSE

Employee's Name: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Assignment Location: \_\_\_\_\_

School Year: \_\_\_\_\_ Check one:  Probationary Year 1     Probationary Year 2     Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>ST</sup> Rating	Final Rating
<b>1 - Attendance</b>	School Nurse misses more than 15% of each work month which results in missing timelines and noncompliance. Also limits communication with necessary staff for collaboration, IEPs, and other supports.	School Nurse misses more than 10% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs, and other supports.	School Nurse misses less than 10% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.	School Nurse misses no more than 5% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.		
<b>2- Work relationships</b>	School Nurse's interactions with students, staff, parents, and community are negative or inappropriate. School Nurses violates confidentiality. School Nurse fails to communicate, or communicates in an insensitive manner, with families and staff.	School Nurse's interactions with students, staff, parents, and community are sometimes negative or inappropriate. School Nurse's communication with families and staff is partially successful: there are occasional gaps in cultural competence.	School Nurse's interactions with students, staff, parents, and community are consistently positive and respectful. School Nurse displays high standards of integrity, and confidentiality in interactions with colleagues, students, and the public. School Nurse communicates with families and staff securing necessary consent for evaluations and does so through a lens of cultural competence.	Students, staff, parents, and community seek out the School Nurse, reflecting a high degree of comfort and trust in the relationship. School Nurse consistently holds the highest standards of honesty, integrity, and confidentiality. School Nurse communicates with families and families securing necessary consent for evaluations and does so through a lens of cultural competence. School Nurse reaches out to families and staff to enhance trust.		
<b>3 - Evaluation/Assessment /Services</b>	School Nurse does not demonstrate knowledge and skill in selecting and using appropriate assessments to evaluate students.	School Nurse inconsistently integrates evidence-based practices and research findings into their services and assessments.	School Nurse uses appropriate assessments, integrates evidence-based practices and research findings based on the referral question(s) and student record review to evaluate level of student functioning and disability and	School Nurse uses appropriate assessments, integrates evidence-based practices and research findings based on the referral question(s) and student record review to evaluate level of student functioning and disability and to help determine appropriate		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>ST</sup> Rating	Final Rating
			to help determine appropriate recommendations.	recommendations. School nurse maintains contact with student and support staff in order to continuously meet student and staff needs.		
<b>4 - Monitors Compliance (e.g., timelines and federal and state regulations)</b>	School Nurse does not demonstrate knowledge of governmental regulations and resources for students available through the school and district. Does not maintain timelines or document all communication for compliance purposes.	School Nurse inconsistently displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources in the community. Inconsistently maintains timelines and documentation of all communication for compliance purposes.	School Nurse demonstrates knowledge of governmental regulations and resources for students available through the school, district, and community. Maintains timelines and documentation of all communication for compliance purposes.	School Nurse’s knowledge of governmental regulations and resources for students is extensive and is willing to work with families to find alternative resources and/or supports as needed. School Nurse follows all established safeguards, maintains timelines and documentation of all communication for compliance purposes. Works with assessment team to do so as well.		
<b>5 - Record Keeping</b>	School Nurse’s records are in disarray; they are missing, incomplete and unsecure.	School Nurse’s records are inconsistent and/or not stored in a secure location.	School Nurse’s records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request.	School Nurse’s records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner in compliance with FERPA guidelines to be understandable to another qualified professional.		
<b>6 - Initiative/Dependability</b>	School Nurse resists engaging in professional development and following through on administrative directives.	School Nurse participates in some professional development when asked. School Nurse follows through with some administrative directives.	School Nurse willingly participates and seeks out professional development opportunities. School Nurse follows through with all administrative directives. Follows through on directives associated with school resources to perform health and safety related duties at the site and student level.	School Nurse willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District level. School Nurse follows through with all administrative directives. Independently facilitates coordination of school resources to perform health		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>ST</sup> Rating	Final Rating
				and safety related duties at the site and student level.		
<b>7 - Professional Collaboration</b>	School Nurse fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	School Nurse consults on a limited basis with colleagues. Inconsistent attempts to tailor evaluations to the questions raised in the referral.	School Nurse consistently consults with colleagues and seeks professional learning in order to tailor evaluations to the questions raised in the referral.	School Nurse consults frequently with colleagues, contributing specific insights and tailoring evaluations to the questions raised in the referral.		
<b>8 - Community Engagement</b>	School Nurse declines to maintain contact with service providers.	School Nurse demonstrates limited knowledge of the interconnectedness of home, school, and community influences on student achievement.	School Nurse maintains ongoing contact with community service providers that support an awareness and understanding of the student's strengths and challenges in support of student achievement.	School Nurse maintains ongoing contact with community service providers that support an awareness and understanding of the student's strengths and challenges in support of student achievement. School Nurse builds relationships with families/school community members utilizing nurse expertise for health-related information both at school population level and individual student level.		
<b>9 - Participates in department/staff meetings</b>	School Nurse avoids being involved in department meetings.	School Nurse is seldomly involved in department meetings.	School Nurse actively participates and engages in department/school staff meetings as demonstrated by verbal and or written involvement.	School Nurse actively participates and engages in department/school staff meetings as demonstrated by verbal and or written involvement. School Nurse seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Apr 2024 DJ

Any combination of the following performance measures may be used:

- Observation(s)

- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:

Comments:

Final Meeting Date:

Comments:

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator's Printed Name \_\_\_\_\_

Evaluator's Title \_\_\_\_\_

~~OSSA Member~~ **Employee's Signature** \_\_\_\_\_

Date \_\_\_\_\_





# OXNARD SCHOOL DISTRICT

## OSSA EMPLOYEE PERFORMANCE EVALUATION

### SUMMATIVE REPORT FOR THE SCHOOL PSYCHOLOGIST

Employee's Name: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Assignment Location: \_\_\_\_\_

School Year: \_\_\_\_\_ Check one: [ ] Probationary Year 1 [ ] Probationary Year 2 [ ] Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>st</sup> Rating	Final Rating
<b>1 - Attendance</b>	Psychologist misses more than 15% of each work month which results in missing timelines and noncompliance. Also limits communication with necessary staff for collaboration, IEPs and other supports.	Psychologist misses more than 10% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs and other supports.	Psychologist misses less than 10% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.	Psychologist misses no more than 5% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.		
<b>2- Work relationships</b>	Psychologist's interactions with students, staff, parents, and community are negative or inappropriate. Psychologists violates confidentiality. Psychologist fails to communicate, or communicates in an insensitive manner, with families and staff.	Psychologist's interactions with students, staff, parents, and community are sometimes negative or inappropriate. Psychologist's communication with families and staff is partially successful: there are occasional gaps in cultural competence.	Psychologist's interactions with students, staff, parents, and community are consistently positive and respectful. Psychologist displays high standards of integrity, and confidentiality in interactions with colleagues, students, and the public. Psychologist communicates with families and staff securing necessary permission for evaluations and does so through a lens of cultural competence.	Students, staff, parents, and community seek out the psychologist, reflecting a high degree of comfort and trust in the relationship. Psychologist consistently holds the highest standards of honesty, integrity, and confidentiality. Psychologist communicates with families and families securing necessary permission for evaluations and does so through a lens of cultural competence. Psychologist reaches out to families and staff to enhance trust.		
<b>3 - Interpretation of Assessment and/or Implementation of Services</b>	<b>Assessment:</b> Psychologist demonstrates little or no knowledge and skill in selecting and using appropriate assessments to evaluate students. <b>Services:</b> Psychologist lacks knowledge and skill in selecting and using therapeutic	<b>Assessment:</b> Psychologist uses limited knowledge and skill in selecting and using appropriate assessments to evaluate students. i.e. uses the same assessments regardless of individual needs. <b>Services:</b> Psychologist uses limited knowledge and skill in	<b>Assessment:</b> Psychologist uses appropriate assessments based on the referral question(s) and student record review (taking into consideration cultural and language background) to evaluate level of student functioning, disability and to help determine eligibility	<b>Assessment:</b> Psychologist uses a wide range of assessments that are appropriate for, and based on, the referral question(s) and student record review (taking into consideration cultural and language background) to evaluate level of student		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>st</sup> Rating	Final Rating
	techniques to meet the individual needs of each student.	selecting and using therapeutic techniques to meet the individual needs of each student.	decisions using an appropriate assessment battery. Psychologist demonstrates comprehensive use of the District psychoeducational evaluation template for all areas of assessment. Services: Psychologist uses a breadth of knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student and does so through a lens of cultural competence.	functioning, disability and to help determine eligibility decisions using an appropriate assessment battery. Psychologist demonstrates comprehensive use of the District psychoeducational evaluation template for all areas of assessment. Services: Psychologist uses a breadth and depth of knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student and does so through a lens of cultural competence.		
<b>4 - Monitors Compliance for Special education (e.g. timelines and federal and state regulations)</b>	Psychologist demonstrates little or no knowledge of governmental regulations and resources for students available through the school and district. Does not maintain timelines and/or document all communication for compliance purposes.	Psychologist displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources in the community. Psychologist does not consistently maintain timelines or document all communication for compliance purposes.	Psychologist demonstrates knowledge of governmental regulations and resources for students available through the school, district, and community. Maintains timelines and documents all communication for compliance purposes.	Psychologist's knowledge of governmental regulations and resources for students is extensive and is willing to work with families to find alternative resources and/or supports as needed. Psychologist follows all established safeguards, maintains timelines and documents all communication for compliance purposes; and works with assessment team to do so as well.		
<b>5 - Record Keeping</b>	Psychologist's records are in disarray; they are missing, incomplete and unsecure.	Psychologist's records are inconsistent and/or not stored in a secure location.	Psychologist's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request.	Psychologist's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner in complaint with FERPA and NASP guidelines to be understandable to another qualified professional.		
<b>6 - Initiative/Dependability</b>	Psychologist resists engaging in professional development and	Psychologist participates in some professional	Psychologist willingly participates and seeks out	Psychologist willingly participates and seeks out		<b>1907</b>

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>st</sup> Rating	Final Rating
	following through on administrative directives as associated with the role of School Psychologist.	development when asked. Psychologist follows through with most administrative directives as associated with the role of School Psychologist.	professional development opportunities. Psychologist follows through with all administrative directives as associated with the role of School Psychologist.	professional development opportunities; bringing back information to teach others at site or District level. Psychologist follows through with all administrative directives as associated with the role of School Psychologist.		
<b>7 - Professional Collaboration</b>	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	Psychologist consults on a limited basis with colleagues, making minimal attempts to tailor evaluations to the questions raised in the referral.	Psychologist consistently consults with colleagues, tailoring evaluations to the questions raised in the referral.	Psychologist frequently consults with colleagues, contributing specific insights and tailoring evaluations to the questions raised in the referral.		
<b>8 - Community Engagement</b>	Psychologist declines to maintain contact with mental health service providers.	Psychologist maintains occasional contact with mental health service providers.	Psychologist maintains ongoing contact with mental health and other community service providers that support an awareness and understanding of the student's strengths and challenges.	Psychologist maintains ongoing contact with mental health and other community agencies that support an awareness and understanding of the student's strengths and challenges. Psychologist initiates contact and seeks supports or training when needed for the school community.		
<b>9 - Participates in department and/or staff meetings</b>	Psychologist avoids being involved in department and/or staff meetings.	Psychologist sometimes participates in in department and/or staff meetings when requested.	Psychologist actively participates in in department and/or staff meetings as demonstrated by verbal and or written participation and /or involvement.	Psychologist makes a substantial contribution to in department and/or staff meetings as demonstrated by verbal and or written participation and /or involvement. Psychologist seeks opportunities to educate staff/peers at department/school staff meetings.		

Any combination of the following performance measures may be used:

- Observation(s)
- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:

Comments:

Final Meeting Date:

Comments:

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator's Printed Name \_\_\_\_\_

Evaluator's Title \_\_\_\_\_

~~OSSA Member~~ **Employee's Signature** \_\_\_\_\_

Date \_\_\_\_\_



# OXNARD SCHOOL DISTRICT

## OSSA EMPLOYEE PERFORMANCE EVALUATION

### SUMMATIVE REPORT FOR THE MENTAL HEALTH COORDINATOR

Employee's Name: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Assignment Location: \_\_\_\_\_

School Year: \_\_\_\_\_ Check one:  Probationary Year 1     Probationary Year 2     Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st Rating	Final Rating
<b>1 – Attendance</b>	Coordinator misses more than 15% of each work month which results in missing timelines and noncompliance. Limits contact with students. Limits communication with staff for collaboration and other support.	Coordinator misses more than 10% of each work month which results in missing timelines and noncompliance. Limits contact with students. Limits communication with staff for collaboration and other support.	Coordinator misses less than 10% of each work month. Timelines are met. Coordinator attendance supports frequent contact with students and communication with staff for collaboration. Supports implementation of tiered interventions across the school site.	Coordinator misses no more than 5% of each work month. Timelines are met. Coordinator attendance supports consistent contact with students and communication with staff for collaboration. Supports implementation of tiered interventions across the school site.		
<b>2- Work relationships</b>	Coordinator’s interactions with students, staff, parents, and community are negative or inappropriate. Coordinator violates confidentiality. Coordinator fails to communicate, or communicates in an insensitive manner, with families and staff. Coordinator’s interactions with students, parents, school personnel and community agencies demonstrate a lack of respect for the cultural and developmental differences among individuals and groups of stakeholders.	Coordinator’s interactions with students, staff, parents, and community are sometimes negative or inappropriate. Coordinator’s communication with families and staff is partially successful: there are occasional gaps in cultural competence. Coordinator’s interactions with students, parents, school personnel and community agencies demonstrate limited respect of the cultural and developmental differences among individuals and groups of stakeholders.	Coordinator’s interactions with students, staff, parents, and community are consistently positive and respectful. Coordinator displays high standards of integrity and confidentiality in interactions with colleagues, students, and the public. Coordinator communicates with families and staff securing necessary consent for evaluations and does so through a lens of cultural competence. Coordinator’s interactions with students, parents, school personnel and community agencies are respectful of the cultural and developmental differences among individuals and groups of stakeholders.	Students, staff, parents, and community seek out the Coordinator, reflecting a high degree of comfort and trust in the relationship. Coordinator consistently holds the highest standards of honesty, integrity, and confidentiality. Coordinator communicates with families and families securing necessary consent for records to support interventions. Coordinator reaches out to families and staff to enhance trust and empowers and supports families to function as advocates for themselves and their children. Coordinator’s interactions with students, parents, school personnel and community agencies are respectful of the cultural and developmental		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st Rating	Final Rating
				differences among individuals and groups of stakeholders.		
<b>3 - Supports and services</b>	<p>Coordinator lacks knowledge and skill in selecting and using appropriate therapeutic techniques to meet the individual needs of each student through short-term individual and/or group counseling.</p> <p><b>Coordinator</b> fails to demonstrate the ability to plan, implement, and monitor multi-tiered, evidence-based interventions that are designed to improve academic and behavioral performance.</p> <p><b>Coordinator</b> fails to seek out appropriate resources to meet the needs of students and families <b>and</b> does not follow up to ensure successful connections have occurred.</p> <p><b>Coordinator</b> fails to share knowledge of resources with staff and families.</p> <p><b>Coordinator</b> fails to inform stakeholders of the referral procedures for meetings and consultations with community and district partners.</p> <p>Coordinator lacks knowledge of laws and regulations that guide clinical procedures.</p>	<p>Coordinator uses limited knowledge and skill in selecting and using appropriate therapeutic techniques to meet the individual needs of each student through short-term individual and/or group counseling.</p> <p><b>Coordinator</b> inconsistently demonstrates the ability to plan, implement, and monitor multi-tiered, evidence-based interventions that are designed to improve academic and behavioral performance.</p> <p><b>Coordinator</b> inconsistently seeks out appropriate resources to meet the needs of students and families <b>and</b> inconsistently follows up to ensure successful connections have occurred.</p> <p><b>Coordinator</b> requires prompting to share knowledge of resources with staff and families.</p> <p><b>Coordinator</b> inconsistently informs all stakeholders of the referral procedures for meetings and consultations with community and district partners.</p> <p>Coordinator demonstrates limited knowledge of laws and regulations that guide clinical procedures.</p>	<p>Coordinator uses a breadth of knowledge and skill in selecting and using appropriate therapeutic techniques to meet the individual needs of each student through short-term individual and/or group counseling and does so through a lens of cultural competence.</p> <p><b>Coordinator</b> consistently demonstrates the ability to plan, implement and monitor multi-tiered, evidence-based interventions that are designed to improve academic and behavioral performance.</p> <p><b>Coordinator</b> seeks out appropriate resources to meet the needs of students and families and follows up to ensure successful connections have occurred.</p> <p><b>Coordinator</b> proactively shares knowledge of resources with staff and families.</p> <p><b>Coordinator</b> consistently informs all stakeholders of the referral procedures for meetings and consultations with community and district partners.</p> <p>Coordinator demonstrates knowledge of laws and regulations that guide clinical procedures.</p>	<p>Coordinator uses a breadth and depth of knowledge and skill in selecting and using appropriate therapeutic techniques to meet the individual needs of each student through short-term individual and/or group counseling and does so through a lens of cultural competence.</p> <p><b>Coordinator</b> consistently demonstrates the ability to plan, implement and monitor multi-tiered, evidence-based interventions that are designed to improve academic and behavioral performance.</p> <p><b>Coordinator</b> independently seeks out a variety of appropriate resources to meet the needs of students and families and follows up to ensure successful connections have occurred.</p> <p>Coordinator's knowledge of resources for students is extensive, and they proactively share knowledge of resources with staff and families.</p> <p><b>Coordinator</b> consistently informs all stakeholders of the referral procedures for meetings and consultations with community and district partners and ensures appropriate follow through at the site level.</p> <p>Coordinator demonstrates extensive knowledge of laws and regulations that guide clinical procedures.</p>		
<b>4 - Monitors and maintains timelines</b>	Coordinator fails to maintain timelines and documentation of	Coordinator inconsistently maintains timelines and documentation of all	Coordinator consistently maintains timelines and documentation of all	Coordinator consistently maintains timelines and documentation of all		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st Rating	Final Rating
	<p>all communication for compliance purposes. Coordinator fails to maintain adequate and accurate documentation in the student information system in order to support tiered interventions. Coordinator fails to respond to referrals, consult with staff, and collect necessary documentation. Coordinator fails to demonstrate adequate time management skills and does not accomplish all tasks associated with the role.</p>	<p>communication for compliance purposes. Coordinator inconsistently maintains adequate and accurate documentation in the student information system in order to support tiered interventions. Coordinator infrequently responds to referrals, consults with staff, and collects necessary documentation in a timely manner. Coordinator inconsistently demonstrates adequate time management skills, accomplishing all tasks in a seamless, integrated manner between different stakeholders that includes students, parents, school personnel and community agencies.</p>	<p>communication for compliance purposes. Coordinator maintains adequate and accurate documentation in the student information system in order to support tiered interventions. Coordinator responds to referrals, consults with staff, and collects necessary documentation in a timely manner. Coordinator demonstrates adequate time management skills, accomplishing all tasks in a seamless, integrated manner between different stakeholders that includes students, parents, school personnel and community agencies.</p>	<p>communication for compliance purposes with fidelity. Coordinator maintains extensive and accurate documentation in the student information system in order to support tiered interventions. Coordinator proactively responds to referrals, consults with staff, and collects necessary documentation in a timely manner. Coordinator demonstrates excellent time management skills, accomplishing all tasks associated with the role, integrated in a timely manner.</p>		
<b>5 - Record Keeping</b>	<p>Coordinator's records are in disarray; they are missing, incomplete and insecure. Coordinator's records and documentation are missing, late or inaccurate; documentation cannot be used to monitor student progress or to adjust intervention as needed.</p>	<p>Coordinator's records are inconsistent and not stored in a secure location. Coordinator inconsistently collects and/or inconsistently maintains documentation negatively impacting the ability to monitor student progress or to adjust intervention as needed.</p>	<p>Coordinator's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. Coordinator collects and maintains relevant documentation to support follow through on student interventions.</p>	<p>Coordinator's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner to be understandable to another qualified professional. Coordinator collects and maintains relevant data to support follow through on student interventions.</p>		
<b>6 - Initiative/ Dependability</b>	<p>Coordinator resists engaging in professional development and following through on supervisor's directives.</p>	<p>Coordinator participates in some professional development when asked. Coordinator follows through with some supervisor's directives as related to the role of the coordinator.</p>	<p>Coordinator willingly participates and seeks out professional development opportunities. Coordinator follows through with supervisor's directives as related to the role of the coordinator.</p>	<p>Coordinator willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District level. Coordinator follows through with all supervisor's</p>		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st Rating	Final Rating
				directives as related to the role of the coordinator.		
<b>7 - Professional Collaboration</b>	Coordinator fails to collaborate with staff regarding the supports and services for our students. Fails to collaborate with colleagues to contribute insights and seek feedback. Coordinator fails to initiate and maintain collaboration with staff and community agencies to communicate and support the needs of children and families.	Coordinator collaborates inconsistently with staff regarding the supports and services for our students. Collaborates inconsistently with colleagues to contribute insights and seek feedback. Coordinator infrequently initiates and maintains collaboration with staff and community agencies to communicate and support the needs of children and families.	Coordinator collaborates frequently with staff regarding the supports and services for our students. Collaborates with colleagues to contribute insights and seeks feedback. Coordinator initiates and maintains collaboration with staff and community agencies to communicate and support the needs of children and families.	Coordinator collaborates consistently with staff regarding the supports and services for our students. Collaborates with colleagues to contribute specific, evidence-based insights and seeks feedback. Coordinator consistently initiates and maintains collaboration with staff and community agencies to communicate and support the needs of children and families.		
<b>8 - Community Engagement</b>	Coordinator declines to maintain contact with mental health service providers.	Coordinator maintains inconsistent and only occasional contact with mental health service providers.	Coordinator maintains ongoing contact with mental health and other community service providers that support an awareness and understanding of the student's strengths and challenges.	Coordinator maintains ongoing contact with mental health and other community agencies that support an awareness and understanding of the student's strengths and challenges. Coordinator initiates contact and seeks supports or training when needed for the school community.		
<b>9 - Participates in department/staff meetings</b>	Coordinator avoids being involved in department/school staff meetings.	Coordinator is sometimes involved in department/ school staff meetings.	Coordinator actively participates and engages in department/school staff meetings.	Coordinator actively participates and engages in department/ school staff meetings. Coordinator seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Apr 2024 JN

Any combination of the following performance measures may be used:

- Observation(s)
- Peer feedback
- Parent or guardian feedback



- Site administrator feedback
- Student support documentation

**First Meeting Date:**

**Comments:**

**Final Meeting Date:**

**Comments:**

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator's Printed Name \_\_\_\_\_

Evaluator's Title \_\_\_\_\_

~~OSSA Member~~ **Employee's Signature** \_\_\_\_\_

Date \_\_\_\_\_



# OXNARD SCHOOL DISTRICT

## OSSA EMPLOYEE PERFORMANCE EVALUATION

### SUMMATIVE REPORT FOR THE SPEECH LANGUAGE PATHOLOGIST

Employee's Name: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Assignment Location: \_\_\_\_\_

School Year: \_\_\_\_\_ Check one: [ ] Probationary Year 1 [ ] Probationary Year 2 [ ] Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>st</sup> Rating	Final Rating
<b>1 - Attendance</b>	<b>Speech Language Pathologist</b> (SLP) misses more than 15% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs, and other supports.	<b>Speech Language Pathologist</b> (SLP) misses more than 10% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs, and other supports.	<b>Speech Language Pathologist</b> (SLP) misses less than 10% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.	<b>Speech Language Pathologist</b> (SLP) misses no more than 5% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.		
<b>2- Work relationships</b>	SLP's interactions with students, staff, parents, and community are negative or inappropriate. SLPs violates confidentiality. SLP fails to communicate or communicates in an insensitive manner with families and staff.	SLP's interactions with students, staff, parents, and community are sometimes negative or inappropriate. SLP's communication with families and staff is partially successful: there are occasional gaps in cultural competence.	SLP's interactions with students, staff, parents, and community are consistently positive and respectful. SLP displays high standards of integrity, and confidentiality in interactions with colleagues, students, and the public. SLP communicates with families and staff securing necessary permission for evaluations and does so through a lens of cultural competence.	Students, staff, parents, and community seek out the SLP, reflecting a high degree of comfort and trust in the relationship. SLP consistently holds the highest standards of honesty, integrity, and confidentiality. SLP communicates with families and families securing necessary permission for evaluations and does so through a lens of cultural competence. SLP reaches out to families and staff to enhance trust.		
<b>3 - Interpretation of Assessment and/or Implementation of Services</b>	<b>Assessment:</b> SLP demonstrates little or no knowledge and skill in selecting and using appropriate assessments to evaluate students. <b>Services:</b> SLP lacks knowledge and skill in selecting and using	<b>Assessment:</b> SLP demonstrates limited knowledge and skill in selecting and using appropriate assessments to evaluate students. i.e., uses the same assessments regardless of individual needs.	<b>Assessment:</b> SLP uses appropriate assessments based on the referral question(s) and student record review ( <b>taking into consideration cultural and language background</b> ) to evaluate level of student	<b>Assessment:</b> SLP uses a wide range of assessments that are appropriate for, and based on, the referral question(s) and student record review ( <b>taking into consideration cultural and language background</b> ) to		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>st</sup> Rating	Final Rating
	therapeutic techniques to meet the individual needs of each student.	Services: SLP uses limited knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student.	functioning, disability and to help determine eligibility decisions. Services: SLP uses a breadth of knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student and does so through a lens of cultural competence.	evaluate level of student functioning, disability and to help determine eligibility decisions. SLP demonstrates comprehensive use of selected assessment battery to evaluate all areas of suspected disability. Services: SLP uses a breadth and depth of knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student and does so through a lens of cultural competence.		
<b>4 - Monitors Compliance for Special Education (e.g., timelines and federal and state regulations)</b>	SLP demonstrates little or no knowledge of governmental regulations. Does not maintain timelines or document all communication for compliance purposes.	SLP displays awareness of governmental regulations. Does not consistently maintain timelines or document all communication for compliance purposes.	SLP demonstrates knowledge of governmental regulations. Maintains timelines and documents all communication for compliance purposes.	SLP’s knowledge of governmental regulations for students is extensive and works with <b>families’</b> needs in order to meet compliance. SLP follows all established safeguards, maintains timelines, and documents all communication for compliance purposes; and collaborates with assessment team members to do so as well.		
<b>5 - Record Keeping (protocols and cases)</b>	SLP’s records are in disarray; they are missing, incomplete and insecure.	SLP’s records are inconsistent and not stored in a secure location.	SLP’s records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request.	SLP’s records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner in complaint with FERPA and ASHA guidelines to be understandable to another qualified professional.		
<b>6 - Initiative/Dependability</b>	SLP resists engaging in professional development and following through on administrative directives	SLP inconsistently participates in professional development when asked. SLP follows through with some administrative directives	SLP willingly participates and seeks out professional development opportunities. SLP follows through with all administrative directives	SLP willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 <sup>st</sup> Rating	Final Rating
	associated with the role of the SLP.	associated with the role of the SLP.	associated with the role of the SLP.	level. SLP follows through with all administrative directives associated with the role of the SLP.		
<b>7 - Professional Collaboration</b>	SLP fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	SLP consults on a limited basis with colleagues, making minimal attempts to tailor evaluations to the questions raised in the referral.	SLP consults consistently with colleagues, tailoring evaluations to the questions raised in the referral, and seeks feedback that supports therapeutic services and tiered interventions of support.	SLP consults frequently with colleagues, contributing specific insights and tailoring evaluations to the questions raised in the referral seeks ongoing feedback that supports therapeutic services and tiered interventions of support.		
<b>8 - Community Engagement</b>	SLP declines to maintain contact with community agencies that support an awareness and understanding of the student's strengths and challenges.	SLP is not familiar with community agencies that support an awareness and understanding of the student's strengths and challenges and how to connect with these agencies within governmental guidelines as applicable.	SLP is familiar with community agencies that support an awareness and understanding of the student's strengths and challenges and how to connect with these agencies within governmental guidelines as applicable.	SLP is familiar with community agencies that support an awareness and understanding of the student's strengths and challenges and how to connect with these agencies within governmental guidelines as applicable. SLP initiates contact and seeks supports or training when needed for the school community.		
<b>9 - Participates in department/staff meetings</b>	SLP avoids being involved in school and department and staff meetings.	SLP sometimes participates in school and district events and staff meetings when requested.	SLP participates actively in school and district events and staff meetings as demonstrated by verbal and or written participation and /or involvement.	SLP makes a substantial contribution to school and district events as demonstrated by verbal and or written participation and /or involvement. SLP seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Dec 2023 DJ

Any combination of the following performance measures may be used:

- Observation(s)
- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:

Comments:

Final Meeting Date:

Comments:

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator's Printed Name \_\_\_\_\_

Evaluator's Title \_\_\_\_\_

~~OSSA Member~~ **Employee's Signature** \_\_\_\_\_

Date \_\_\_\_\_



# OXNARD SCHOOL DISTRICT

## OSSA EMPLOYEE PERFORMANCE IMPROVEMENT PLAN

Improvement” or “Unsatisfactory.” Employee must be re-evaluated within ~~60 work days for a probationary employee or 90 calendar days work days for a permanent employee.~~

Employee’s Name \_\_\_\_\_ Position \_\_\_\_\_

Date of Observation or Data Review:

~~Site~~ Assignment Location:

Check one:  Probationary Year 1     Probationary Year 2     Permanent     60/90 Day Follow-Up

Specific area(s) in need of improvement:

Improvement Plan with specific steps needed to improve:

Assistance available to support the employee:

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

Evaluator’s Printed Name \_\_\_\_\_ Evaluator’s Title \_\_\_\_\_

Evaluator’s Signature \_\_\_\_\_ Date \_\_\_\_\_

OSSA Member Printed Name \_\_\_\_\_ OSSA Member \_\_\_\_\_

Employee’s Signature \_\_\_\_\_ Date \_\_\_\_\_



# OXNARD SCHOOL DISTRICT

## OSSA PROFESSIONAL GROWTH GOAL PLANNING FORM

Professional Growth assists in the improvement of the individual's professional performance or skills and is also an opportunity for the District to improve the knowledge base or productivity in particular areas. Unit members can develop professional growth goals that support the application of new experiences and skills to positively impact their current position and career pursuits.

Employee's Name: \_\_\_\_\_

School Year: \_\_\_\_\_

District Representative Name: \_\_\_\_\_

Assignment Location: \_\_\_\_\_

<b>PROFESSIONAL GROWTH OBJECTIVE</b> (Area of knowledge base or productivity in which the unit member seeks opportunities to grow this school year)	<b>METHOD</b> (What things the unit member will specifically do to increase their skills in this area)	Progress Review Notes and Discussion

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Representative Signature

\_\_\_\_\_  
Date

Oxnard Support Services Association (OSSA)  
2023-24 Salary Schedule

Nurse		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 486.21	\$ 88,977	\$ 2,102
Step 2	\$ 510.06	\$ 93,341	
Step 3	\$ 535.27	\$ 97,955	
Step 4	\$ 561.90	\$ 102,828	
Step 5	\$ 590.05	\$ 107,979	

Nurse w/Masters*		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 547.38	\$ 100,170	\$ 2,354
Step 2	\$ 574.70	\$ 105,171	
Step 3	\$ 603.56	\$ 110,451	
Step 4	\$ 634.16	\$ 116,052	
Step 5	\$ 674.65	\$ 123,461	

School Counselor		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 520.27	\$ 95,209	\$ 2,242
Step 2	\$ 561.78	\$ 102,805	
Step 3	\$ 603.29	\$ 110,402	
Step 4	\$ 644.80	\$ 117,998	
Step 5	\$ 686.30	\$ 125,593	

Coordinator (Nurse)		Days 210	
	Daily Rate	Column	Anniversary
Step 1	\$ 585.10	\$ 122,871	\$ 2,865
Step 2	\$ 610.69	\$ 128,244	
Step 3	\$ 637.50	\$ 133,876	
Step 4	\$ 666.76	\$ 140,019	
Step 5	\$ 697.24	\$ 146,420	

Speech Therapist		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 547.38	\$ 100,170	\$ 2,354
Step 2	\$ 574.70	\$ 105,171	
Step 3	\$ 603.56	\$ 110,451	
Step 4	\$ 634.16	\$ 116,052	
Step 5	\$ 674.65	\$ 123,461	

Psychologist		Days 195	
	Daily Rate	Column	Anniversary
Step 1	\$ 591.50	\$ 115,342	\$ 2,695
Step 2	\$ 618.12	\$ 120,534	
Step 3	\$ 646.10	\$ 125,990	
Step 4	\$ 675.45	\$ 131,713	
Step 5	\$ 706.28	\$ 137,725	

Coordinator		Days 180	
	Daily Rate	Column	Anniversary
Step 1	\$ 585.10	\$ 105,318	\$ 2,470
Step 2	\$ 610.69	\$ 109,924	
Step 3	\$ 637.51	\$ 114,751	
Step 4	\$ 666.76	\$ 120,017	
Step 5	\$ 697.23	\$ 125,502	

Coordinator		Days 205	
	Daily Rate	Column	Anniversary
Step 1	\$ 585.10	\$ 119,945	\$ 2,799
Step 2	\$ 610.69	\$ 125,191	
Step 3	\$ 637.51	\$ 130,689	
Step 4	\$ 666.76	\$ 136,685	
Step 5	\$ 697.23	\$ 142,933	

Coordinator		Days 190	
	Daily Rate	Column	Anniversary
Step 1	\$ 585.10	\$ 111,168	\$ 2,601
Step 2	\$ 610.69	\$ 116,031	
Step 3	\$ 637.51	\$ 121,127	
Step 4	\$ 666.76	\$ 126,684	
Step 5	\$ 697.23	\$ 132,474	

Behavior Specialist and Program Specialist are on Coordinator 190 day schedule.

**Inactive Classifications:**

Coordinator - GATE	180 Days
Coordinator - Reading First	180 Days
Coordinator - Title VII Prof. Develop.	180 Days
Coordinator - Prof. Develop.	225 Days
Coordinator - Educational Media Tech	225 Days
Senior Psychologist	225 Days
Senior Speech Therapist	225 Days

\*Masters must be in Nursing, Public Health or Education

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% of Step 1 of the employee's salary, plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District. An annual doctorate stipend of \$500 will be offered. An annual stipend of \$1,000 will be offered to the Senior Psychologist and the Senior Speech Therapist.



Salary increase is for 3% on schedule, plus 3% off schedule retro to 7/1/2023

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Revised 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)**

---

In order to continue the District's goal to attract and retain highly qualified employees, the following compensation package for the unrepresented Management and Confidential employee groups is presented for the Board's consideration:

#### **Certificated and Classified Management and Confidential Employees:**

- 4% on-schedule salary increase, retroactive to July 1, 2023
- 2% one time, off-schedule salary payment

#### **FISCAL IMPACT:**

The total fiscal impact is \$965,255 and will be paid from a combination of General Fund Unrestricted, Supplemental & Concentration funds, and various Restricted Resources.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the 2023-24 compensation revisions, as detailed above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [2023\\_24 Management and Confidential Salary Schedules](#)

## CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM 2023-24

(effective 07/01/2023)

4.00%

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

<i>Position</i>	<i>Work Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Certificated Human Resources	222	\$ 149,579	\$ 163,035	\$ 177,711
Director, Enrichment & Specialized Programs				
Director, Pupil Services				
Director, School Performance & Student Outcomes				
Director, Special Education				
Director, Teaching & Learning				
Manager, Equity, Family & Community Engagement	222	\$ 128,524	\$ 140,085	\$ 152,694
Manager, Federal and State Grants				
Manager, Mathematics & Physical Education				
Manager, Special Education				
Manager, Special Programs				
		\$ 578.94	\$ 631.01	\$ 687.81

**Per Ed Code, 44931;** whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

**Anniversary increments** shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,880
9th Year: \$	3,760
12th Year: \$	5,640
15th Year: \$	7,519
18th Year: \$	9,400
21th Year: \$	11,279
24th Year: \$	13,159

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree

**Credit for Out of District Management Experience:** Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

## SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2023-24

(effective 07/01/2023)

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

**Preamble:** Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 approximately equal installments, with eleven (11) monthly installments and one (1) summer pay installment. The first installment will be paid on the last business day of August, and subsequent installments will be paid on the last business day of each month.

**Implementation of Salary Schedule:** Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

<i>Position</i>	<i>Work Days</i>	<i>Daily Rate</i>	<i>Annual Salary</i>
Master Principal, Middle School/K-8	215	\$ 795.02	\$ 170,929
Master Principal, Elementary School	210	\$ 753.56	\$ 158,247
Master Assistant Principal, Middle School/K-8	210	\$ 687.78	\$ 144,434
Master Assistant Principal, Elementary School	205	\$ 687.78	\$ 140,996
Principal, Middle School/K-8	215	\$ 753.55	\$ 162,013
Principal, Elementary School	210	\$ 696.59	\$ 146,284
Assistant Principal, Middle School/K-8	210	\$ 672.22	\$ 141,165
Assistant Principal, Elementary School	205	\$ 672.22	\$ 137,804

**Stipend for Doctorate:** An annual stipend of \$1,000 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator:** An annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

## SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2023-24

**Per Ed Code, 44931;** whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

**Anniversary increments** shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,880
9th Year: \$	3,760
12th Year: \$	5,640
15th Year: \$	7,519
18th Year: \$	9,400
21th Year: \$	11,279
24th Year: \$	13,159

**Credit for Out of District Management Experience:** Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits.** Effective October 1, 2023, the District will make an annual contribution of \$15,000 for all Certificated Management towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

**Health and Welfare Benefits for Retirees:** For any Certificated Manager employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69. **Certificated Managers hired on or after July 1, 2012,** are not eligible for District-paid retiree benefits.

**Extended Sick Leave:** During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate. An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

**Retirement Contribution Benefits:** The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

**OXNARD SCHOOL DISTRICT  
CLASSIFIED MANAGEMENT SALARY SCHEDULE  
2023-2024**

(effective 07/01/2023)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

All employees have a common anniversary date of July 1 for the purposes of longevity increments. Employees hired on or before December 31 are eligible to receive an anniversary step increment the following July. Employees hired after December 31 are eligible for an anniversary step increment the second July after their hire date.

<i>Position</i>	<i>Work Year</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	12 Months	\$ 150,809	\$ 164,382	\$ 179,176
Director of Classified Human Resources Director of Fiscal Services	12 Months	\$ 145,282	\$ 158,358	\$ 172,610
Director of Facilities	12 Months	\$ 133,287	\$ 145,283	\$ 158,359
Director of Communication and Public Engagement	12 Months	\$ 121,170	\$ 132,075	\$ 143,962
MEP Maintenance & Energy Programs Manager	12 Months	\$ 120,645	\$ 131,503	\$ 143,338
Director of Purchasing Mental Health Manager	12 Months	\$ 114,311	\$ 124,599	\$ 135,813
Senior Manager, Maintenance & Operations	12 Months	\$ 110,211	\$ 120,130	\$ 130,941
Director of Child Nutrition Services	12 Months	\$ 108,205	\$ 117,944	\$ 128,559
Human Resources Manager Information Technology Manager Risk Manager	12 Months	\$ 107,717	\$ 117,411	\$ 127,978
Director of Transportation	12 Months	\$ 102,124	\$ 111,315	\$ 121,334
Accounting Manager/Internal Auditor Executive Assistant to the Superintendent Senior Human Resources Analyst Web Content Analyst	12 Months	\$ 91,518	\$ 99,754	\$ 108,732
Enrollment Center Manager	12 Months	\$ 87,921	\$ 95,834	\$ 104,459
Warehouse Manager	12 Months	\$ 80,759	\$ 88,027	\$ 95,949
Custodial Services Manager Grounds Manager Maintenance Manager	12 Months	\$ 79,117	\$ 86,238	\$ 93,999
Assistant Director of Child Nutrition Services	12 Months	\$ 76,187	\$ 83,044	\$ 90,517

**Anniversary increments:** Shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year:	\$ 1,880
9th Year:	\$ 3,760
12th Year:	\$ 5,640
15th Year:	\$ 7,519
18th Year:	\$ 9,400
21th Year:	\$ 11,279
24th Year:	\$ 13,159

**OXNARD SCHOOL DISTRICT  
CLASSIFIED MANAGEMENT SALARY SCHEDULE  
2023-2024**

**Stipend for Doctorate:** An annual stipend of \$1,000 shall be granted to management staff with an earned doctorate degree.

**Travel Mileage Allowance:** Classified management positions shall receive a yearly stipend of \$750 as a travel mileage allowance, which is provided as part of their duties for attending travel within the district boundaries.

**Credit for Out of District Management Experience:** Classified management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

When an employee is promoted to a position offering a higher annual salary maximum, the employee shall be placed on the salary step of that corresponds to a per diem rate increase. The Board of Trustees retains the authority to approve placement up to and including the third step based on acceptable and equivalent prior experience.

**Vacation Days:** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days
Years 1-3	22
Years 4-7	23
Years 8-11	24
Years 12-15	25
Years 16+	26

**Health and Welfare Benefits:** Effective October 1, 2023, the District will make an annual contribution of \$15,000 for all classified management towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

**Health and Welfare Benefits for Retirees:** Classified Managers employed by the District before June 30, 2012, who retire at age 55 or older, shall have their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums covered by the District. Eligibility requires active enrollment in medical, dental, vision, and life insurance plans, along with a minimum of 15 years of service in the California Public School System, including the last eight consecutive years in the Oxnard School District. Throughout the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches age 69. **Classified Managers hired after July 1, 2012**, are not eligible for District-paid retiree benefits.

**Retirement Contribution Benefits:** The District shall provide Classified Management the benefits outlined in Section 414(h)(2) of the Internal Revenue Code regarding the tax treatment of employee retirement contributions made by the Oxnard School District. Details regarding this benefit are provided in Exhibits 7200(F) E and 7200(G) E.

**Professional Organization Membership:** Upon receipt of an annual written request and timely processing of membership by the employee, the District will cover the membership dues of Classified Managers for the Association of California School Administrators (ACSA) or any other appropriate professional organization approved by the Superintendent.

# OXNARD SCHOOL DISTRICT

## CONFIDENTIAL COMPENSATION & BENEFIT PROGRAM: 2023-24

**Salary Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

**Assignment to Step and Anniversary Increments:** Annual salary increments (steps) are effective on each anniversary date until the maximum step is reached on the assigned salary range.

All employees have a common anniversary date of July 1 for purposes of step movement and longevity increments. Employees hired on or before December 31 are eligible to receive an anniversary step increment the following July. Employees hired after December 31 are eligible for an anniversary step increment the second July after their hire date.

STEPS						
Range	A	B	C	D	E	
1.0	\$ 3,624	\$ 3,806	\$ 3,996	\$ 4,196	\$ 4,405	
1.5	\$ 3,716	\$ 3,902	\$ 4,097	\$ 4,302	\$ 4,517	
2.0	\$ 3,804	\$ 3,994	\$ 4,194	\$ 4,404	\$ 4,624	
2.5	\$ 3,906	\$ 4,101	\$ 4,306	\$ 4,522	\$ 4,748	
3.0	\$ 4,000	\$ 4,200	\$ 4,410	\$ 4,630	\$ 4,862	
3.5	\$ 4,099	\$ 4,304	\$ 4,519	\$ 4,745	\$ 4,983	
4.0	\$ 4,204	\$ 4,414	\$ 4,634	\$ 4,866	\$ 5,110	
4.5	\$ 4,305	\$ 4,520	\$ 4,746	\$ 4,983	\$ 5,232	
5.0	\$ 4,406	\$ 4,626	\$ 4,857	\$ 5,100	\$ 5,355	
5.5	\$ 4,518	\$ 4,744	\$ 4,982	\$ 5,231	\$ 5,492	
6.0	\$ 4,628	\$ 4,859	\$ 5,102	\$ 5,357	\$ 5,625	
6.5	\$ 4,747	\$ 4,984	\$ 5,233	\$ 5,495	\$ 5,770	
7.0	\$ 4,858	\$ 5,101	\$ 5,356	\$ 5,624	\$ 5,905	
7.5	\$ 4,978	\$ 5,227	\$ 5,488	\$ 5,763	\$ 6,051	
8.0	\$ 5,103	\$ 5,358	\$ 5,626	\$ 5,907	\$ 6,203	
8.5	\$ 5,227	\$ 5,488	\$ 5,763	\$ 6,051	\$ 6,353	
9.0	\$ 5,359	\$ 5,627	\$ 5,908	\$ 6,203	\$ 6,514	
9.5	\$ 5,490	\$ 5,765	\$ 6,053	\$ 6,356	\$ 6,674	
10.0	\$ 5,623	\$ 5,904	\$ 6,199	\$ 6,509	\$ 6,835	
10.5	\$ 5,768	\$ 6,056	\$ 6,359	\$ 6,677	\$ 7,011	
11.0	\$ 5,905	\$ 6,201	\$ 6,511	\$ 6,836	\$ 7,178	
11.5	\$ 6,056	\$ 6,359	\$ 6,677	\$ 7,011	\$ 7,361	
12.0	\$ 6,202	\$ 6,512	\$ 6,838	\$ 7,180	\$ 7,539	
12.5	\$ 6,360	\$ 6,678	\$ 7,012	\$ 7,362	\$ 7,730	

Position:	Workdays	Range
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0
Human Resources Analyst	261	10.0
Administrative Assistant to Director, Certificated Human Resources	261	7.5

**Longevity:** Monthly Increments in the amount of \$90 shall be added to the monthly compensation of all confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years. These increments are set at the annual values shown below.

6th Year: \$	1,080
9th Year: \$	2,160
12th Year: \$	3,240
15th Year: \$	4,320
18th Year: \$	5,400
21th Year: \$	6,480

**Confidential Premium:** Compensation to rank and file employees who are routinely and consistently assigned to sensitive positions requiring trust and discretion will be provided a premium of \$373.



## CONFIDENTIAL COMPENSATION & BENEFIT PROGRAM: 2023-24

**Professional Growth:** All confidential employees of the Oxnard School District are eligible to participate in the Classified Professional Growth Award Program.

**Bilingual Stipend:** Confidential positions which have officially been designated bilingual by the governing board and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a differential of three percent (3%) to their base salary.

**Health and Welfare Benefits:** Effective October 1, 2023, the District will make an annual contribution of \$15,000 towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

**Disability Retirement Under PERS:** Confidential employees with at least ten (10) years of service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees. The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

**Health and Welfare Benefits for Retirees:** For Confidential employees employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69.

**Confidential Employees hired on or after July 1, 2012,** are not eligible for District-paid retiree benefits

**Retirement Contribution Benefits:** The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

**Professional Organization Membership:** The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 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 for the 2024-2025 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 **2024-2025** school year until the employee completes a program.

#### **FISCAL IMPACT:**

NA

#### **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:** June 26, 2024

**Agenda Section:** Section D: Action Items

**Approval of New Job Description: Teacher on Special Assignment (TOSA) Accessible Instruction Specialist, Special Education/Multi-Tiered System of Supports (SPED/MTSS) (Torres/Fox)**

---

Presented for the Board's consideration is the Teacher on Special Assignment (TOSA): Accessible Instruction Specialist (SPED/MTSS) job description. The newly created job description will allow for a reassignment of resources within the Educational Services Department to address systematic needs and to provide additional support and to coordinate the successful development and implementation of programs, curriculum, resources, and professional development, as aligned with the district goals. If approved, this position will allow the Educational Services Department to better serve students, parents, teachers, principals, and other support staff within Oxnard School District.

**FISCAL IMPACT:**

Funding Source: Title I

There is no fiscal impact associated with the proposed reassignment of resources to fund the position in question. This is due to the abolition of another position within the department, resulting in a reallocation of existing resources.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services that the Board of Trustees approve the job description, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [TOSA-Accessibility Specialist 6\\_14\\_2024 \(three pages\)](#)



## **Teacher on Special Assignment- Accessible Instruction Specialist (SPED/MTSS)**

**Position Summary:** Under the supervision of the Assistant Superintendent of Educational Services or designee will support the development and implementation of Special Education services and the Multi-Tiered System of Supports (MTSS) framework. The Accessible Instruction Specialist will serve as a bridge between general education and special education, ensuring that students with disabilities and those needing additional supports receive the assistance they need to succeed in the least restrictive environment. The Specialist will collaborate with site administrators, general education teachers, special education staff, and community partners to enhance student learning opportunities and support their academic, social, and emotional development.

In addition to their main responsibilities, the Accessible Instruction Specialist actively develops leadership skills and competencies. They actively seek growth through participation in high-quality, meaningful formal and informal professional development, invaluable on the job training, transformative coaching, and cohort-based learning experiences.

### **Essential Functions**

Under the supervision of the Assistant Superintendent of Educational Services or designee, develop in the following skills:

1. Maintain school-wide focus on high standards of student achievement
2. Manage process for analyzing data to increase student achievement
3. Assist teachers with the development and implementation of evidence-based interventions and monitor its effectiveness
4. Coach and provide professional development opportunities related to the execution of effective instructional methods and programs to ensure student access
5. Collaborate with general education teachers to adapt and modify curriculum and instructional practices to meet the needs of students with disabilities
6. Develop positive relationships within OSD community
7. Actively participate in site and district teams
8. Attends meetings at the request of the Assistant Superintendent of Education Services or designee
9. Addresses issues and problems that arise in a principle-centered, creative, thoughtful and ethical way
10. Maintains confidentiality
11. Provides model lessons as part of the coaching cycle which emphasize accessibility for all students
12. Lead and coordinate efforts among various school teams, including SPED, MTSS, and general education staff, to support student success.
13. Participate in professional learning communities focused on SPED, MTSS, and accessible instruction.
14. Perform other duties as designated by the Assistant Superintendent of Education Services or designee



**Title: Teacher On Special Assignment- Accessible Instruction Specialist (SPED/MTSS)**

**Required Knowledge, Skills & Abilities:**

1. Demonstrated commitment to students and learning
2. Understands and applies the best practices and pedagogical theories of both general and special education
3. Versed in accessible instruction (UDL, Assistive Technology, Curriculum Adaptation, Inclusive Practices)
4. Experience with instructional leadership, including demonstrated knowledge of curriculum, instruction, assessment, and developing teachers
5. Excellent relationship-building and management skills
6. Strong problem-solving and consensus-building abilities
7. Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively and interact effectively with different audiences
8. Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple projects concurrently; ability to work as a team
9. Knowledge of Equity, Diversity, and Inclusion Practices

**Required Education, Credentials, and Experience:**

**Minimum education:**

- Master's degree (preferred)

**Experience:**

- 5+ years experience in a K-12 education setting (required)
- Evidence of previous site level leadership activities

**Credentialing:**

- Special Education Credential

**What We Offer:**

OSD offers a competitive salary commensurate with experience in a similar position. We offer a comprehensive benefits plan including dental and vision plans, a defined benefit pension plan, disability, life insurance, flexible spending account options and vacation time. We also offer an inclusive and equity-centered environment where we encourage staff to bring their whole selves to work.

**Work Year: 183 days (Teacher Calendar)**

Follows SALARY SCHEDULE for CREDENTIALLED TEACHERS



**Title: Teacher On Special Assignment- Accessible Instruction Specialist (SPED/MTSS)**

The evaluation and assessment of performance of certificated personnel in this position will be conducted by the principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Board Policy.

***Oxnard School District is an equal opportunity employer. OSD fosters a climate of fair and equitable practices to all individuals regardless of age, color, race, ethnicity, group identification, national origin, religion, disability, sex, gender, sexual orientation or marital status.***

Board approved: June 26, 2024

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Approval of New Job Description: Teacher on Special Assignment (TOSA) - ELA/History Social Science Instructional Specialist (Torres/Fox)**

---

Presented for the Board's consideration is the Teacher on Special Assignment (TOSA): ELA/History Social Science Instructional Specialist job description. The newly created job description will allow for a reassignment of resources within the Educational Services Department to address systematic needs and to provide additional support and to coordinate the successful development and implementation of programs, curriculum, resources, and professional development, as aligned with the district goals. If approved, this position will allow the Educational Services Department to better serve students, parents, teachers, principals, and other support staff within Oxnard School District.

#### **FISCAL IMPACT:**

Funding Source: Title I

There is no fiscal impact associated with the proposed reassignment of resources to fund the position in question. This is due to the abolition of another position within the department, resulting in a reallocation of existing resources.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services that the Board of Trustees approve the job description, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [TOSA\\_ELA\\_HSS Instruction Specialist \(three pages\)](#)



**Title: Teacher On Special Assignment- ELA/History Social Science Instructional Specialist**

**Position Summary:** Under the supervision of the Assistant Superintendent of Education Services or designee, the English Language Arts (ELA)/History Social Science (HSS) Instructional Specialist provides English Language Arts, English Language Development and History Social Science support to teachers and administrators, develops curriculum, resources, and professional development aligned with the Common Core State Standards (CCSS), keeps up with the current trends in ELA, ELD, and HSS, evaluates programs, and facilitates and leads change. The ELA/HSS Instructional Specialist coordinates the delivery of professional development opportunities for staff as it relates to research-based strategies and techniques for assessing and increasing student achievement.

In addition to their main responsibilities, the ELA/HSS Instructional Specialists actively develop leadership skills and competencies. They actively seek growth through participation in high-quality, meaningful formal and informal professional development, invaluable on the job training, transformative coaching, and cohort-based learning experiences.

**Essential Functions:**

Under the supervision of the Assistant Superintendent of Educational Services or designee, develop in the following skills:

1. Maintain school-wide focus on high standards of student achievement
2. Manage process for analyzing data to increase student achievement
3. Coach and provide professional development opportunities related to the execution of effective instructional methods and programs
4. Develop positive relationships within the school and OSD community
5. Actively participate in district teams
6. Attend meetings and extracurricular activities at the request of the Assistant Superintendent of Education Services or designee
7. Address issues and problems that arise in a principle-centered, creative, thoughtful and ethical way
8. Maintain confidentiality
9. Provide model lessons as part of the coaching cycle
10. Assist with the development of educational resources to support teachers as appropriate
11. Perform other duties as designated by the Assistant Superintendent of Education Services or designee





**Title: Teacher On Special Assignment- ELA/History Social Science Instructional Specialist**

**Required Knowledge, Skills & Abilities:**

1. Demonstrated commitment to students and learning
2. Understands and applies best practice and pedagogical theory
3. Experience with instructional leadership, including demonstrated knowledge of curriculum, instruction, assessment, and developing teachers
4. Excellent relationship-building and management skills
5. Strong problem-solving and consensus-building abilities
6. Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively and interact effectively with different audiences
7. Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple projects concurrently; ability to work as a team
8. Knowledge of Equity, Diversity, and Inclusion Practices

**Required Education, Credentials, and Experience:**

**Minimum Education:**

- Master's degree (preferred)

**Experience:**

- 5+ years experience in a K-12 education setting (required)
- Evidence of previous site level leadership activities

**Credentialing:**

- Clear CA Teaching (required)

**What We Offer:**

OSD offers a competitive salary commensurate with experience in a similar position. We offer a comprehensive benefits plan including dental and vision plans, a defined benefit pension plan, disability, life insurance, flexible spending account options and vacation time. We also offer an inclusive and equity-centered environment where we encourage



**Title: Teacher On Special Assignment- ELA/History Social Science Instructional Specialist**  
staff to bring their whole selves to work.

**Work Year: 183 days (Teacher Calendar)**

Follows SALARY SCHEDULE for CREDENTIALLED TEACHERS

The evaluation and assessment of performance of certificated personnel in this position will be conducted by the principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Board Policy.

***Oxnard School District is an equal opportunity employer. OSD fosters a climate of fair and equitable practices to all individuals regardless of age, color, race, ethnicity, group identification, national origin, religion, disability, sex, gender, sexual orientation or marital status.***

Board approved: June 26, 2024

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Job Description Revision for Director of Purchasing (Torres/Fuentes)**

---

A classification and compensation study were conducted for the Director of Purchasing classification which was last updated in August 2002. The compensation study showed the classification appropriately aligned with the market. The job description was revised to reflect the current role and responsibilities. This revision was approved by the Personnel Commission on June 13, 2024.

#### **FISCAL IMPACT:**

No additional fiscal impact.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources, that the Board of Trustees approve the newly revised job description for Director of Purchasing, while maintaining the current allocation on the Classified Management Salary Schedule.

#### **ADDITIONAL MATERIALS:**

**Attached:** [DIRECTOR\\_OF\\_PURCHASING Job Description - 2002](#)  
[Director\\_of\\_Purchasing\\_ Job Description Revision](#)

**DIRECTOR OF PURCHASING**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

**Definition**

To plan, organize and direct the purchasing, graphic services, records retention and warehouse operations for the District; perform other related duties as assigned; and to perform a variety of other duties relative to assigned area of responsibility.

**Distinguishing Characteristics**

- Received supervision from the Assistant Superintendent, Business and Fiscal Services.
- Exercises supervision over the purchasing, graphics, records retention and warehouse personnel

**Essential Function Statements**

Essential and other important responsibilities and duties may include, but are not limited to, the following:

**Essential Functions:**

1. Plan, organize, coordinate and direct the work of the Purchasing, Warehouse, Graphic Services and Archives (records retention) staff; establish policies, systems and procedures.
2. Supervise maintenance of computerized purchasing and fixed asset inventory systems, including computerized inventory of warehouse stock; schedule and supervise physical inventories.
3. Supervise, train, and evaluate the District's purchasing staff; organize, prepare, advertise and bid annual contracts for services and supplies; supervise the distribution of supplies, furniture and equipment; organize and supervise the sale of obsolete supplies and equipment.
4. Supervise and evaluate the District's warehouse manager; directing the maintenance of warehouse stock by developing or recommending specifications, advertising for bids or quotations and recommending the low responsible bidder; supervise preparation, maintenance and distribution of warehouse stock catalog.
5. Supervise the District's graphic services department; coordinate and evaluate District's graphic services operations and staff.
6. Supervise the operation of the District's record retention and microfilming archive department; evaluate record retention staff.
7. Train, supervise, and evaluate staff; assign and review the work of staff.
8. Coordinate the preparation of construction contract documents with District personnel; initiate advertisements for bids for contracts; contact contractors; mail bid packages; review documents and forms submitted by contractor for accuracy and completion; prepare bid reports; maintain files to track the activity and progress payments of all contacts; oversee contract litigation.
9. Prequalify bidders; receive bids and recommends acceptance of lowest responsible bids or quotations; prepare bid summary sheets and maintain for public records.
10. Assign approved requisitions for quotations or bids; approve purchase orders for payment; develop specifications or assist a department by ensuring that their specifications are complete and usable.

11. Interview vendors regarding aspects of purchasing operations such as type or price of materials required; evaluate specifications, bids, quotations, and complaints and observe demonstration of new products; maintain vendor catalogues, purchase orders and related files and documents; establish open charge accounts with local vendors.
12. Arrange equipment maintenance contracts, supervise maintenance of equipment control records.
13. May supervise the distribution, delivery and posting of mail received from all sources including the US Postal Service, UPS Service and Federal Express.
14. Operate a computer and modern software to develop, direct and maintain a computerized purchasing program.
15. Perform related duties and responsibilities as required.

### **Qualifications**

#### **Knowledge of:**

- Pertinent Federal, State and local laws, code and regulations, including public contract code and *Uniform Public Construction Cost Accounting Act*;
- Operational characteristics, services and activities of a comprehensive school district purchasing program.
- Governmental purchasing, warehousing and record retention principles and practices.
- Types of supplies, materials and equipment commonly used in a modern school district.
- Sources of supplies, commodity markets, marketing practices, commodity pricing methods and discounts.
- Construction contracts.
- Principles and practices of budget preparation and administration.
- Prequalification and bid processing.
- Principles of supervision, training and performance evaluation of employees subject to *Government Code* or *Education Code* provisions.
- Bidding principles, practices and procedures.
- Computer hardware and software used in the purchasing and contracts process.

#### **Ability to:**

- Plan, organize, direct and coordinate the work of purchasing, warehouse, publications, and records retention staff.
- Select, supervise, train and evaluate staff.
- Direct the operations of all phases of a school district's purchasing, graphics, warehousing and records retention programs.
- Interpret and explain laws, rules and regulations affecting school district purchasing operations.
- Test and evaluate supplies and equipment.
- Prepare clear specifications in accordance with established procedure and format.
- Prepare and present oral and written reports.
- Prepare and administer large and complex budget.
- Operate a computer and modern software to develop, direct and maintain a computerized purchasing program.
- Provide information and assistance to parents, the general public and other staff members in a helpful, courteous and timely manner.
- Maintain confidentiality of information obtained during the course of work.
- Understand and follow oral and written instructions.
- Establish and maintain effective working relationships with those contacted in the course of work.

- Work independently with limited supervision.
- Analyze situations accurately and adopt an effective course of action.
- Plan and organize work to meet schedules and timelines in an environment with constantly changing priorities.
- Communicate clearly and concisely, both orally and in writing.
- Operate and perform operator's maintenance on a District vehicle.
- Observe legal and defensive driving practices.
- Follow good health and safety principles and practices.

**Experience and Training Guidelines**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Experience:** Five years experience purchasing in business or government or acceptable equivalent combination of education and experience, including two years of supervisory experience.

**Training:** Graduation from an accredited college or university with a major in business management, public administration or a related discipline.

**Licenses or Certificates:** Possession of, or ability to obtain, a valid California driver's license.

**Working Conditions**

**Environmental Conditions:** Office environment.

**Physical Conditions:** Essential functions may require maintaining physical condition necessary for sitting, walking or standing for prolonged periods of time; operate a computer and keyboard; near visual acuity to review written documentation; ability to hear and understand speech at normal room levels and on the telephone; manual dexterity to operate a telephone; lift horizontally and vertically, bend and stoop.

OXNARD SCHOOL DISTRICT

Board Policy Adopted: June 11, 1979; Revised: April 11, 1990; November 6, 2002

Personnel Commission Approved: August 29, 2002



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

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## ***JOB DESCRIPTION***

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### **Director of Purchasing**

**Salary Range:** \$109,918 - \$130,589

#### **Purpose of Position**

Administers District-wide procurement of services, equipment, and supplies. Oversees the operations of the Warehouse, ~~and~~ Graphics, ~~and~~ Archives department. ~~Maintains the District's Archives according to current laws and regulations.~~ Supports the District's mission by implementing District-wide goals relative to the most effective and integrated methods for carrying out day-to-day and long-term procurement activities.

#### **Supervision**

- Receives general oversight from the Assistant Superintendent, Business & Fiscal Services, or designee.
- Provides direct supervision to the Purchasing, Warehouse, ~~and~~ Graphics, ~~and~~ Archives department.

#### **Essential Functions**

*Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.*

- Manages and coordinates organization-wide support services that include purchasing, warehousing and distribution, contract administration, graphics services, and records retention.
- Develops business plans and programs that ensure and enforce compliance with laws, codes, policies, and procedures.
- Evaluates and authorizes requisitions, purchase orders, contracts, bids, and budgetary expenditures.
- Monitors budget allocations, expenditures, fund balances, and related financial activities to ensure allocations are accurate, revenues are recorded, and expenses are within fiscal budget limits.
- Prepares District-wide agreements for Board approval by working with staff and service providers to secure the required documents.
- Negotiates with vendors for the purpose of meeting state and department purchasing requirements.
- Assists external auditors by providing purchasing procedures, contracts, purchase orders, and requisitions.
- Initiates bidding process by preparing specifications in collaboration with various departments to secure items or services including construction and contract documents.
- Supervises and evaluates purchasing, warehouse, ~~and~~ graphics, ~~and~~ archives staff.
- Contacts vendors for the purpose of verifying information or responding to inquiries.
- Collaborates with internal staff and external parties for the purpose of implementing and maintaining services.
- Compiles data from a wide variety of sources (e.g., request for proposals, bids, invoices, purchase orders, etc.) for the purpose of analyzing issues, ensuring compliance with a variety of policies and procedures, or monitoring program components.
- Manages a wide variety of program components such as computerized purchasing, fixed asset inventory systems, and computerized inventory of warehouse stock.

- Prepares a variety of reports related to purchase orders, requisitions, change notices, and bids.
- Maintains documents, files, and records to provide up-to-date reference and audit trail for compliance.
- Facilitates meetings such as vendor presentations, pre-bid conferences, and informational meetings with staff.
- Participates in a variety of meetings, conferences, and workshops to stay current with procurement best practices.
- Performs related duties as assigned.

## **Knowledge, Skills, and Abilities**

### Knowledge of:

- Legal procurement requirements and regulations.
- Bidding principles, practices, and procedures.
- Contract preparation and administration.
- Accounting, bookkeeping, and retention principles.
- Budget preparation and administration.
- Warehouse and inventory management practices.

### Skills in:

- Interpreting and preparing contract specifications.
- Contract negotiations and implementation.
- Time management and prioritization.
- Public speaking and content presentation.
- Verbal and written communication.

### Ability to:

- Establish cooperative working relationships with District staff, outside agencies, and vendors.
- Read, interpret, apply, and explain contracts language.
- Work independently with limited supervision.
- Learn and incorporate new skills, techniques, and industry trends.
- Maintain confidentiality and discretion with sensitive information.
- Operate a car to assess sites based on purchasing needs.

## **Minimum Qualifications**

### Education and Experience

A Bachelor's degree with major coursework in Finance, Business, Public Administration, or closely related field. Four years of experience responsible for contract administration, procurement of services and equipment, and financial analysis. At least one year in a lead, supervisory or management capacity.

Alternate variations of education and experience that demonstrate the capacity to perform the essential functions may be considered by the Personnel Commission.



### Licenses and Other Requirements

Must have a valid California Driver's license.

### Physical Requirements

Employees in this classification stand, walk, sit, stoop/bend, reach overhead, lift, and carry up to 25lbs., use fingers repetitively, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

### Working Environment

Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities, and short deadlines. Required to drive an automobile to conduct work, and have direct contact with administration, staff, vendors, and other members of the public.

**FLSA Status:** Exempt

**Approval Date:**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

**Agreement #23-312: Memorandum of Understanding (MOU) with the Oxnard Educators Association (OEA) Regarding Teachers on Special Assignment (TOSA) Work Hours for the 2024-25 School Year (Torres)**

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The Oxnard School District (District) and OEA have agreed upon this MOU detailing the agreed-upon work hours for TOSAs for the 2024-2025 school year, tailored to the specific support assignments they undertake.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve Agreement #23-312, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-312 MOU w. OEA re TOSA 24-25 School Hours \(one page\)](#)

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OXNARD SCHOOL DISTRICT  
AND  
THE OXNARD EDUCATORS ASSOCIATION

This Agreement was made and entered into this day, June 14, 2024, by and between Oxnard School District (District) and Oxnard Educators Association (OEA).

For the 2024-2025 School Year:



**ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION**

4. TOSAS assigned to central office will have scheduled hours of 8:30-4:00 p.m. If job duties require working beyond the scheduled work day, their hours may be adjusted or they will be compensated at Schedule II rate. All schedule changes require mutual consent between the Assistant Superintendent of Ed Services or designee and the bargaining unit member with reasonable advance notification.

**TOSAs assigned to support ELOP, shall work 10:00-5:30 p.m. to best serve the program.** If job duties require working beyond the scheduled work day, their hours may be adjusted or they will be compensated at the Schedule II rate. All schedule changes require mutual consent between the Assistant Superintendent of Ed Services or designee with reasonable advance notification.

TOSAS assigned to support ELOP can opt to exchange up to fifteen (15) days during the teacher work calendar for days worked off calendar, or submit an hourly timecard. These days will require prior approval from the Assistant Superintendent of Ed Services or designee.

This MOU shall expire in full without precedent on July 30, 2025 unless extended by mutual written agreement of the Parties.

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Oxnard Educators Association

Date

 \_\_\_\_\_ 

Dr. Natalia Torres

Date

Asst. Superintendent

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Employee Compensation/Salary Schedules for the 2024-25 School Year Effective July 1, 2024 (Torres)**

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The 2024-25 employee compensation and salary schedules for OSSA, CSEA, Confidential, and Certificated and Classified Management employees are being presented to the board for review and approval. This item assures a formal record of the board's approval of the established compensation schedules for the upcoming fiscal year. The compensation and salary schedules will become effective July 1, 2024.

#### **FISCAL IMPACT:**

As negotiations for the 2024-25 school year have yet to begin, the employee salary schedules will carry over from the 2023-24 compensation and salary schedules with no fiscal impact.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2024-25 Compensation/Salary Schedules for OSSA, CSEA, Confidential, and Certificated and Classified Management employees, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [2024-25 Salary Schedules\\_COMPLETE \(nine pages\)](#)

# CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM 2024-25

(effective 07/01/2023)

4.00%

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

<i>Position</i>	<i>Work Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Certificated Human Resources	222	\$ 149,579	\$ 163,035	\$ 177,711
Director, Enrichment & Specialized Programs				
Director, Pupil Services				
Director, School Performance & Student Outcomes				
Director, Special Education				
Director, Teaching & Learning				
Manager, Equity, Family & Community Engagement	222	\$ 128,524	\$ 140,085	\$ 152,694
Manager, Federal and State Grants				
Manager, Mathematics & Physical Education				
Manager, Special Education				
Manager, Special Programs				

**Per Ed Code, 44931;** whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

**Anniversary increments** shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,880
9th Year: \$	3,760
12th Year: \$	5,640
15th Year: \$	7,519
18th Year: \$	9,400
21th Year: \$	11,279
24th Year: \$	13,159

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree

**Credit for Out of District Management Experience:** Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

# SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2024-25

*(effective 07/01/2023)*

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

**Preamble:** Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 approximately equal installments, with eleven (11) monthly installments and one (1) summer pay installment. The first installment will be paid on the last business day of August, and subsequent installments will be paid on the last business day of each month.

**Implementation of Salary Schedule:** Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

<i>Position</i>	<i>Work Days</i>	<i>Daily Rate</i>	<i>Annual Salary</i>
Master Principal, Middle School/K-8	215	\$ 795.02	\$ 170,929
Master Principal, Elementary School	210	\$ 753.56	\$ 158,247
Master Assistant Principal, Middle School/K-8	210	\$ 687.78	\$ 144,434
Master Assistant Principal, Elementary School	205	\$ 687.78	\$ 140,996
Principal, Middle School/K-8	215	\$ 753.55	\$ 162,013
Principal, Elementary School	210	\$ 696.59	\$ 146,284
Assistant Principal, Middle School/K-8	210	\$ 672.22	\$ 141,165
Assistant Principal, Elementary School	205	\$ 672.22	\$ 137,804

**Stipend for Doctorate:** An annual stipend of \$1,000 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator:** An annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests III, of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

## SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2024-25

**Per Ed Code, 44931;** whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

**Anniversary increments** shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,880
9th Year: \$	3,760
12th Year: \$	5,640
15th Year: \$	7,519
18th Year: \$	9,400
21th Year: \$	11,279
24th Year: \$	13,159

**Credit for Out of District Management Experience:** Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits.** Effective October 1, 2023, the District will make an annual contribution of \$15,000 for all Certificated Management towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

**Health and Welfare Benefits for Retirees:** For any Certificated Manager employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69. **Certificated Managers hired on or after July 1, 2012,** are not eligible for District-paid retiree benefits.

**Extended Sick Leave:** During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate. An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

**Retirement Contribution Benefits:** The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.



# OXNARD SCHOOL DISTRICT

## CLASSIFIED MANAGEMENT SALARY SCHEDULE

### 2024-2025

(effective 07/01/2023)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

All employees have a common anniversary date of July 1 for the purposes of longevity increments. Employees hired on or before December 31 are eligible to receive an anniversary step increment the following July. Employees hired after December 31 are eligible for an anniversary step increment the second July after their hire date.

Position	Work Year	Step 1	Step 2	Step 3
Chief Information Officer	12 Months	\$ 150,809	\$ 164,382	\$ 179,176
Director of Classified Human Resources Director of Fiscal Services	12 Months	\$ 145,282	\$ 158,358	\$ 172,610
Director of Facilities	12 Months	\$ 133,287	\$ 145,283	\$ 158,359
Director of Communication and Public Engagement	12 Months	\$ 121,170	\$ 132,075	\$ 143,962
MEP Maintenance & Energy Programs Manager	12 Months	\$ 120,645	\$ 131,503	\$ 143,338
Director of Purchasing Mental Health Manager	12 Months	\$ 114,311	\$ 124,599	\$ 135,813
Senior Manager, Maintenance & Operations	12 Months	\$ 110,211	\$ 120,130	\$ 130,941
Director of Child Nutrition Services	12 Months	\$ 108,205	\$ 117,944	\$ 128,559
Human Resources Manager Information Technology Manager Risk Manager	12 Months	\$ 107,717	\$ 117,411	\$ 127,978
Director of Transportation	12 Months	\$ 102,124	\$ 111,315	\$ 121,334
Accounting Manager/Internal Auditor Executive Assistant to the Superintendent Senior Human Resources Analyst Web Content Analyst	12 Months	\$ 91,518	\$ 99,754	\$ 108,732
Enrollment Center Manager	12 Months	\$ 87,921	\$ 95,834	\$ 104,459
Warehouse Manager	12 Months	\$ 80,759	\$ 88,027	\$ 95,949
Custodial Services Manager Grounds Manager Maintenance Manager	12 Months	\$ 79,117	\$ 86,238	\$ 93,999
Assistant Director of Child Nutrition Services	12 Months	\$ 76,187	\$ 83,044	\$ 90,517

**Anniversary increments:** Shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year:	\$ 1,880
9th Year:	\$ 3,760
12th Year:	\$ 5,640
15th Year:	\$ 7,519
18th Year:	\$ 9,400
21th Year:	\$ 11,279
24th Year:	\$ 13,159

**OXNARD SCHOOL DISTRICT  
CLASSIFIED MANAGEMENT SALARY SCHEDULE  
2024-2025**

**Stipend for Doctorate:** An annual stipend of \$1,000 shall be granted to management staff with an earned doctorate degree.

**Travel Mileage Allowance:** Classified management positions shall receive a yearly stipend of \$750 as a travel mileage allowance, which is provided as part of their duties for attending travel within the district boundaries.

**Credit for Out of District Management Experience:** Classified management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

When an employee is promoted to a position offering a higher annual salary maximum, the employee shall be placed on the salary step of that corresponds to a per diem rate increase. The Board of Trustees retains the authority to approve placement up to and including the third step based on acceptable and equivalent prior experience.

**Vacation Days:** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

<b>Management Service</b>	<b>Vacation Days</b>
Years 1-3	22
Years 4-7	23
Years 8-11	24
Years 12-15	25
Years 16+	26

**Health and Welfare Benefits:** Effective October 1, 2023, the District will make an annual contribution of \$15,000 for all classified management towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

**Health and Welfare Benefits for Retirees:** Classified Managers employed by the District before June 30, 2012, who retire at age 55 or older, shall have their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums covered by the District. Eligibility requires active enrollment in medical, dental, vision, and life insurance plans, along with a minimum of 15 years of service in the California Public School System, including the last eight consecutive years in the Oxnard School District. Throughout the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches age 69. **Classified Managers hired after July 1, 2012,** are not eligible for District-paid retiree benefits.

**Retirement Contribution Benefits:** The District shall provide Classified Management the benefits outlined in Section 414(h)(2) of the Internal Revenue Code regarding the tax treatment of employee retirement contributions made by the Oxnard School District. Details regarding this benefit are provided in Exhibits 7200(F) E and 7200(G) E.

**Professional Organization Membership:** Upon receipt of an annual written request and timely processing of membership by the employee, the District will cover the membership dues of Classified Managers for the Association of California School Administrators (ACSA) or any other appropriate professional organization approved by the Superintendent.

**OXNARD SCHOOL DISTRICT**  
**CONFIDENTIAL COMPENSATION & BENEFIT PROGRAM: 2024-25**

**Salary Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

**Assignment to Step and Anniversary Increments:** Salary increments (steps) are applied annually on each employee's anniversary date until the maximum step within the assigned salary range is attained. All employees share a common anniversary date of July 1 for step movement and longevity increments. Employees hired on or before December 31 become eligible for an anniversary step increment the following July. Employees hired after December 31 become eligible for an anniversary step increment on the second July following their hire date.

<i>Position</i>	<i>Work year</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>
Executive Assistant to the Asst. Superintendent of Human Resources						
Executive Assistant to the Asst Superintendent of Ed. Services	12 Months	\$ 67,477	\$ 70,851	\$ 74,393	\$ 78,113	\$ 82,019
Executive Assistant to the Asst. Superintendent of Business Services						
Human Resources Analyst						
Administrative Assistant to Director, Certificated Human Resources	12 months	\$ 59,735	\$ 62,722	\$ 65,858	\$ 69,151	\$ 72,609

**Longevity:** Monthly Increments in the amount of \$90 shall be added to the monthly compensation of all confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years. These increments are set at the annual values shown below.

- 6th Year: \$ 1,080
- 9th Year: \$ 2,160
- 12th Year: \$ 3,240
- 15th Year: \$ 4,320
- 18th Year: \$ 5,400
- 21th Year: \$ 6,480

**Confidential Premium:** Compensation to rank and file employees who are routinely and consistently assigned to sensitive positions requiring trust and discretion will be provided a premium of \$373.

**Professional Growth:** All confidential employees of the Oxnard School District are eligible to participate in the Classified Professional Growth Award Program.

**Bilingual Stipend:** Confidential positions officially designated as bilingual by the governing board and for which there is no specific minimum requirement of bilingual skill for all incumbents of the class shall receive a differential of three percent (3%) to their base salary.

**Health and Welfare Benefits:** Effective October 1, 2023, the District will make an annual contribution of \$15,000 towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

**Disability Retirement Under PERS:** Confidential employees with at least ten (10) years of service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees. The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

**Health and Welfare Benefits for Retirees:** For Confidential employees employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69. **Confidential Employees hired on or after July 1, 2012**, are not eligible for District-paid retiree benefits.

**Retirement Contribution Benefits:** The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

**Professional Organization Membership:** The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

*Salary increases of 4.0% retro 07/01/2023*

Oxnard Support Services Association (OSSA)  
2024-25 Salary Schedule

Nurse		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 486.21	\$ 88,977	\$ 2,102
Step 2	\$ 510.06	\$ 93,341	
Step 3	\$ 535.27	\$ 97,955	
Step 4	\$ 561.90	\$ 102,828	
Step 5	\$ 590.05	\$ 107,979	

Nurse w/Masters*		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 547.38	\$ 100,170	\$ 2,354
Step 2	\$ 574.70	\$ 105,171	
Step 3	\$ 603.56	\$ 110,451	
Step 4	\$ 634.16	\$ 116,052	
Step 5	\$ 674.65	\$ 123,461	

School Counselor		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 520.27	\$ 95,209	\$ 2,242
Step 2	\$ 561.78	\$ 102,805	
Step 3	\$ 603.29	\$ 110,402	
Step 4	\$ 644.80	\$ 117,998	
Step 5	\$ 686.30	\$ 125,593	

Coordinator (Nurse)		Days 210	
	Daily Rate	Column	Anniversary
Step 1	\$ 585.10	\$ 122,871	\$ 2,865
Step 2	\$ 610.69	\$ 128,244	
Step 3	\$ 637.50	\$ 133,876	
Step 4	\$ 666.76	\$ 140,019	
Step 5	\$ 697.24	\$ 146,420	

Speech Therapist		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 547.38	\$ 100,170	\$ 2,354
Step 2	\$ 574.70	\$ 105,171	
Step 3	\$ 603.56	\$ 110,451	
Step 4	\$ 634.16	\$ 116,052	
Step 5	\$ 674.65	\$ 123,461	

Psychologist		Days 195	
	Daily Rate	Column	Anniversary
Step 1	\$ 591.50	\$ 115,342	\$ 2,695
Step 2	\$ 618.12	\$ 120,534	
Step 3	\$ 646.10	\$ 125,990	
Step 4	\$ 675.45	\$ 131,713	
Step 5	\$ 706.28	\$ 137,725	

Coordinator		Days 180	
	Daily Rate	Column	Anniversary
Step 1	\$ 585.10	\$ 105,318	\$ 2,470
Step 2	\$ 610.69	\$ 109,924	
Step 3	\$ 637.51	\$ 114,751	
Step 4	\$ 666.76	\$ 120,017	
Step 5	\$ 697.23	\$ 125,502	

Coordinator		Days 205	
	Daily Rate	Column	Anniversary
Step 1	\$ 585.10	\$ 119,945	\$ 2,799
Step 2	\$ 610.69	\$ 125,191	
Step 3	\$ 637.51	\$ 130,689	
Step 4	\$ 666.76	\$ 136,685	
Step 5	\$ 697.23	\$ 142,933	

Coordinator		Days 190	
	Daily Rate	Column	Anniversary
Step 1	\$ 585.10	\$ 111,168	\$ 2,601
Step 2	\$ 610.69	\$ 116,031	
Step 3	\$ 637.51	\$ 121,127	
Step 4	\$ 666.76	\$ 126,684	
Step 5	\$ 697.23	\$ 132,474	

Behavior Specialist and Program Specialist are on Coordinator 190 day schedule.

**Inactive Classifications:**

Coordinator - GATE	180 Days
Coordinator - Reading First	180 Days
Coordinator - Title VII Prof. Develop.	180 Days
Coordinator - Prof. Develop.	225 Days
Coordinator - Educational Media Tech	225 Days
Senior Psychologist	225 Days
Senior Speech Therapist	225 Days

\*Masters must be in Nursing, Public Health or Education

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% of Step 1 of the employee's salary, plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District. An annual doctorate stipend of \$500 will be offered. An annual stipend of \$1,000 will be offered to the Senior Psychologist and the Senior Speech Therapist.

Classified salary schedule with 2% increase retroactive to 07/01/2023; Board Approved 06/26/2024



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 3,149.01	\$ 3,306.46	\$ 3,471.79	\$ 3,645.38	\$ 3,827.65
Range 2	\$ 3,230.47	\$ 3,391.99	\$ 3,561.59	\$ 3,739.67	\$ 3,926.65
Range 3	\$ 3,309.01	\$ 3,474.46	\$ 3,648.18	\$ 3,830.59	\$ 4,022.13
Range 4	\$ 3,390.46	\$ 3,559.99	\$ 3,737.99	\$ 3,924.88	\$ 4,121.13
Range 5	\$ 3,477.73	\$ 3,651.62	\$ 3,834.20	\$ 4,025.91	\$ 4,227.21
Range 6	\$ 3,557.73	\$ 3,735.62	\$ 3,922.40	\$ 4,118.52	\$ 4,324.44
Range 7	\$ 3,647.91	\$ 3,830.31	\$ 4,021.82	\$ 4,222.91	\$ 4,434.06
Range 8	\$ 3,736.64	\$ 3,923.47	\$ 4,119.64	\$ 4,325.62	\$ 4,541.90
Range 9	\$ 3,828.27	\$ 4,019.68	\$ 4,220.67	\$ 4,431.70	\$ 4,653.29
Range 10	\$ 3,921.36	\$ 4,117.43	\$ 4,323.30	\$ 4,539.46	\$ 4,766.44
Range 11	\$ 4,023.17	\$ 4,224.33	\$ 4,435.55	\$ 4,657.33	\$ 4,890.19
Range 12	\$ 4,117.72	\$ 4,323.60	\$ 4,539.78	\$ 4,766.77	\$ 5,005.11
Range 13	\$ 4,220.99	\$ 4,432.04	\$ 4,653.64	\$ 4,886.32	\$ 5,130.64
Range 14	\$ 4,322.80	\$ 4,538.94	\$ 4,765.89	\$ 5,004.19	\$ 5,254.39
Range 15	\$ 4,434.80	\$ 4,656.54	\$ 4,889.37	\$ 5,133.84	\$ 5,390.53
Range 16	\$ 4,538.07	\$ 4,764.97	\$ 5,003.22	\$ 5,253.38	\$ 5,516.05
Range 17	\$ 4,654.43	\$ 4,887.15	\$ 5,131.51	\$ 5,388.09	\$ 5,657.49
Range 18	\$ 4,764.97	\$ 5,003.22	\$ 5,253.38	\$ 5,516.05	\$ 5,791.86
Range 19	\$ 4,891.52	\$ 5,136.09	\$ 5,392.90	\$ 5,662.54	\$ 5,945.67
Range 20	\$ 5,003.51	\$ 5,253.69	\$ 5,516.37	\$ 5,792.19	\$ 6,081.80
Range 21	\$ 5,128.60	\$ 5,385.03	\$ 5,654.28	\$ 5,937.00	\$ 6,233.85
Range 22	\$ 5,258.05	\$ 5,520.96	\$ 5,797.00	\$ 6,086.85	\$ 6,391.20
Range 23	\$ 5,393.32	\$ 5,662.99	\$ 5,946.14	\$ 6,243.45	\$ 6,555.62
Range 24	\$ 5,521.32	\$ 5,797.39	\$ 6,087.26	\$ 6,391.62	\$ 6,711.20
Range 25	\$ 5,656.59	\$ 5,939.42	\$ 6,236.39	\$ 6,548.21	\$ 6,875.62
Range 26	\$ 5,793.31	\$ 6,082.98	\$ 6,387.13	\$ 6,706.48	\$ 7,041.81
Range 27	\$ 5,943.13	\$ 6,240.28	\$ 6,552.30	\$ 6,879.91	\$ 7,223.91
Range 28	\$ 6,087.12	\$ 6,391.48	\$ 6,711.05	\$ 7,046.61	\$ 7,398.94
Range 29	\$ 6,238.39	\$ 6,550.31	\$ 6,877.83	\$ 7,221.72	\$ 7,582.81
Range 30	\$ 6,382.39	\$ 6,701.51	\$ 7,036.58	\$ 7,388.41	\$ 7,757.83
Range 31	\$ 6,549.66	\$ 6,877.14	\$ 7,221.00	\$ 7,582.05	\$ 7,961.15
Range 32	\$ 6,699.47	\$ 7,034.45	\$ 7,386.17	\$ 7,755.48	\$ 8,143.25
Range 33	\$ 6,875.47	\$ 7,219.24	\$ 7,580.20	\$ 7,959.21	\$ 8,357.18
Range 34	\$ 7,036.92	\$ 7,388.77	\$ 7,758.20	\$ 8,146.11	\$ 8,553.42
Range 35	\$ 7,215.82	\$ 7,576.62	\$ 7,955.45	\$ 8,353.22	\$ 8,770.88
Range 36	\$ 7,386.00	\$ 7,755.30	\$ 8,143.07	\$ 8,550.22	\$ 8,977.73
Range 37	\$ 7,579.45	\$ 7,958.42	\$ 8,356.35	\$ 8,774.16	\$ 9,212.87
Range 38	\$ 7,755.45	\$ 8,143.22	\$ 8,550.38	\$ 8,977.90	\$ 9,426.79
Range 39	\$ 7,954.72	\$ 8,352.45	\$ 8,770.07	\$ 9,208.58	\$ 9,669.01
Range 40	\$ 8,142.35	\$ 8,549.46	\$ 8,976.94	\$ 9,425.78	\$ 9,897.07
Range 41	\$ 8,353.25	\$ 8,770.91	\$ 9,209.46	\$ 9,669.93	\$ 10,153.43
Range 42	\$ 8,548.16	\$ 8,975.56	\$ 9,424.34	\$ 9,895.56	\$ 10,390.34
Range 43	\$ 8,770.70	\$ 9,209.23	\$ 9,669.69	\$ 10,153.18	\$ 10,660.83
Range 44	\$ 8,975.78	\$ 9,424.57	\$ 9,895.80	\$ 10,390.59	\$ 10,910.12

**Employee Anniversary Increments:**

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$109.06
- 10 years of service: \$218.12
- 15 years of service: \$327.18
- 20 years of service: \$436.24
- 25 years of service: \$545.30

**Night Shift Pay Differential:**

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

**Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

**Classified Substitute Pay:**

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

**AVID Tutor (exempt) \$16.00 per hour**

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	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 18.17	\$ 19.08	\$ 20.03	\$ 21.03	\$ 22.08
Range 2	\$ 18.64	\$ 19.57	\$ 20.55	\$ 21.58	\$ 22.65
Range 3	\$ 19.09	\$ 20.05	\$ 21.05	\$ 22.10	\$ 23.21
Range 4	\$ 19.56	\$ 20.54	\$ 21.57	\$ 22.64	\$ 23.78
Range 5	\$ 20.06	\$ 21.07	\$ 22.12	\$ 23.23	\$ 24.39
Range 6	\$ 20.53	\$ 21.55	\$ 22.63	\$ 23.76	\$ 24.95
Range 7	\$ 21.05	\$ 22.10	\$ 23.20	\$ 24.36	\$ 25.58
Range 8	\$ 21.56	\$ 22.64	\$ 23.77	\$ 24.96	\$ 26.20
Range 9	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57	\$ 26.85
Range 10	\$ 22.62	\$ 23.75	\$ 24.94	\$ 26.19	\$ 27.50
Range 11	\$ 23.21	\$ 24.37	\$ 25.59	\$ 26.87	\$ 28.21
Range 12	\$ 23.76	\$ 24.94	\$ 26.19	\$ 27.50	\$ 28.88
Range 13	\$ 24.35	\$ 25.57	\$ 26.85	\$ 28.19	\$ 29.60
Range 14	\$ 24.94	\$ 26.19	\$ 27.50	\$ 28.87	\$ 30.31
Range 15	\$ 25.59	\$ 26.87	\$ 28.21	\$ 29.62	\$ 31.10
Range 16	\$ 26.18	\$ 27.49	\$ 28.87	\$ 30.31	\$ 31.82
Range 17	\$ 26.85	\$ 28.20	\$ 29.61	\$ 31.09	\$ 32.64
Range 18	\$ 27.49	\$ 28.87	\$ 30.31	\$ 31.82	\$ 33.42
Range 19	\$ 28.22	\$ 29.63	\$ 31.11	\$ 32.67	\$ 34.30
Range 20	\$ 28.87	\$ 30.31	\$ 31.83	\$ 33.42	\$ 35.09
Range 21	\$ 29.59	\$ 31.07	\$ 32.62	\$ 34.25	\$ 35.97
Range 22	\$ 30.34	\$ 31.85	\$ 33.44	\$ 35.12	\$ 36.87
Range 23	\$ 31.12	\$ 32.67	\$ 34.31	\$ 36.02	\$ 37.82
Range 24	\$ 31.85	\$ 33.45	\$ 35.12	\$ 36.88	\$ 38.72
Range 25	\$ 32.63	\$ 34.27	\$ 35.98	\$ 37.78	\$ 39.67
Range 26	\$ 33.42	\$ 35.09	\$ 36.85	\$ 38.69	\$ 40.63
Range 27	\$ 34.29	\$ 36.00	\$ 37.80	\$ 39.69	\$ 41.68
Range 28	\$ 35.12	\$ 36.87	\$ 38.72	\$ 40.65	\$ 42.69
Range 29	\$ 35.99	\$ 37.79	\$ 39.68	\$ 41.66	\$ 43.75
Range 30	\$ 36.82	\$ 38.66	\$ 40.60	\$ 42.63	\$ 44.76
Range 31	\$ 37.79	\$ 39.68	\$ 41.66	\$ 43.74	\$ 45.93
Range 32	\$ 38.65	\$ 40.58	\$ 42.61	\$ 44.74	\$ 46.98
Range 33	\$ 39.67	\$ 41.65	\$ 43.73	\$ 45.92	\$ 48.22
Range 34	\$ 40.60	\$ 42.63	\$ 44.76	\$ 47.00	\$ 49.35
Range 35	\$ 41.63	\$ 43.71	\$ 45.90	\$ 48.19	\$ 50.60
Range 36	\$ 42.61	\$ 44.74	\$ 46.98	\$ 49.33	\$ 51.80
Range 37	\$ 43.73	\$ 45.91	\$ 48.21	\$ 50.62	\$ 53.15
Range 38	\$ 44.74	\$ 46.98	\$ 49.33	\$ 51.80	\$ 54.39
Range 39	\$ 45.89	\$ 48.19	\$ 50.60	\$ 53.13	\$ 55.78
Range 40	\$ 46.98	\$ 49.32	\$ 51.79	\$ 54.38	\$ 57.10
Range 41	\$ 48.19	\$ 50.60	\$ 53.13	\$ 55.79	\$ 58.58
Range 42	\$ 49.32	\$ 51.78	\$ 54.37	\$ 57.09	\$ 59.95
Range 43	\$ 50.60	\$ 53.13	\$ 55.79	\$ 58.58	\$ 61.51
Range 44	\$ 51.78	\$ 54.37	\$ 57.09	\$ 59.95	\$ 62.94

**Employee Anniversary Increments:**

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.63
- 10 years of service: \$1.26
- 15 years of service: \$1.89
- 20 years of service: \$2.52
- 25 years of service: \$3.15

**Night Shift Pay Differential:**

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

**Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

**Classified Substitute Pay:**

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

**AVID Tutor (exempt) \$16.00 per hour**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** June 26, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #24-59 – Hip Hop Mindset (Fox/Shea)**

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Hip Hop Mindset will provide hip hop dance instruction, production, and spirit squad for students in the Oxnard School District. The program will provide extra enrichment for students during the summer and after school program.

Term of the Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$2,750,000.00 – Expanded Learning Opportunities Program Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-59 with Hip Hop Mindset.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-59, Hip Hop Mindset \(83 Pages\)](#)  
[#24-59 Proposal - Hip Hop Mindset - 2024-25 \(Fox-Shea\).pdf](#)

**OXNARD SCHOOL DISTRICT**

**AGREEMENT #**

**AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES**

*THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES* (this “Agreement”) is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district (“District”) and the below-referenced service provider (“Service Provider”). In this Agreement, District and Service Provider are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Effective Date: \_\_\_\_\_  
Service Provider: \_\_\_\_\_  
Address: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Representative’s Email: \_\_\_\_\_  
Type of Service: \_\_\_\_\_ Lead Agency  
\_\_\_\_\_ Enrichment Agency

**RECITALS**

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District’s after-school program, the “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District’s after school program, an “Enrichment Agency” is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.



E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities (“ELOP”) Program, After School Education and Safety (“ASES”) Program, and/or the 21<sup>st</sup> Century Community Learning Centers (“21<sup>st</sup> CCLC”) Program for academic school year \_\_\_\_\_ commencing \_\_\_\_\_ and ending \_\_\_\_\_ (collectively, the “Grant”). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that 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 here 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. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the “Contract.”

**2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from \_\_\_\_\_ to and including \_\_\_\_\_ (the “Term”). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

**3. Performance of the Services; Time for Performance.** Service Provider shall provide the services set forth in Service Provider’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Service Provider may also agree to provide additional services, at District’s request and only with District’s prior written authorization (the “Additional Services”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

**4. Compensation and Method of Payment.**

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21<sup>st</sup> CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by \_\_\_\_\_, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

**5. Quarterly Review and Adjustment of Scope of Work.** District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

**6. Termination.** This Agreement may be terminated as follows.

a. **Mutual Agreement.** The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause.** Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds.** District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause.** District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement.** Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures.** If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

**8. Service Provider's Representations and Warranties.** In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

**9. Ownership of Documents; Use of Documents by District.** All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

**10. Service Provider's Books and Records.**

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;

ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);

iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;

iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July provide copies of all Records for ). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records 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 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 Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

**11. Independent Contractor.** Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**12. Penal Code sections 667.5 and 1192.7.** If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

**13. Standards of Performance.** Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

**14. Confidential Information, Generally.** All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

**15. Student Privacy Laws.**

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data (“Confidential Student Data”) that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (“HIPAA”); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“FERPA”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“PPRA”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“COPPA”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“SOPIPA”); the Early Learning Personal Information Protection Act (Cal. Business and



Prof. Code §§ 22586, *et seq.*) (“ELPIPA”) (collectively, the “Student Privacy Laws”). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider’s officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District’s request; and (d) not storing District data outside of the United States.

**16. Conflict of Interest; Disclosure of Interest.** Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider’s performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board’s Bylaws Sections 9270 and 9270-E (available on the District’s website at <https://www.oxnardsd.org/domain/12>) and that it does not qualify as a “designated employee.”

\_\_\_\_\_ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a “designated employee” and should be filing financial interest disclosures but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

**17. Compliance with Applicable Laws.** Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

\_\_\_\_\_ (Initials)

**18. Undocumented Workers.** Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider 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, Service Provider 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.

**19. Non-Discrimination.** Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**20. Assignment.** The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**21. Subcontracting.** Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

**22. Continuity of Personnel.** Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) 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; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

**23. Assumption of Responsibility.** In accordance with Service Provider’s obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

**24. Service Provider’s Indemnification of District.**

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, “Indemnifying Party”), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, “Indemnified Party”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a “Claim” and collectively the “Claims”): (i) Indemnifying Party’s breach of any representation or warranty in the Contract; (ii) Indemnifying Party’s breach of any material provision of the Contract; (iii) Indemnifying Party’s violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party’s employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party’s provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party’s provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party’s provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party’s provision of the Services, (viii) Service Provider’s furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party’s intellectual property rights. For avoidance of doubt, Service Provider’s liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party’s indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party’s obligations under this paragraph 24 shall not be limited by Service Provider’s insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

*On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.*

\_\_\_\_\_ (Initials)

## **25. District's Indemnification of Lead Agency.**

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

**26. Enrichment Agency's Indemnification of Lead Agency.** To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

**27. Limitation of Liability.** District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

**28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

**29. Insurance.** Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

**30. 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  
1501 South A Street  
Oxnard, CA 93030 Attention:  
Dr. Ginger Shea Phone:  
805-385-1501 ext. 2324 Email:  
gshea@oxnardsd.org

**To Service Provider:** [NAME]  
[STREET ADDRESS]  
[CITY, STATE, ZIP]  
Attention: [NAME]  
Phone: [PHONE]  
Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

**31. Excusable Delays.** Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**32. Authority to Execute.** The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

**33. Administration.** The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

**34. Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**35. Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

**36. Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**37. Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

**38. Governing Law; Jurisdiction.** The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

**39. Dispute Resolution.** It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a



mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

**40. Severability.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

**“District”**

Oxnard School District,  
a California public school district

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing

**“Service Provider”**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A-0**  
**SCOPE OF SERVICES**

**PART I: LEAD AGENCY**

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
- a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
  - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
  - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.
- 2. Five-Day Week and Enrichment Burst Program Attendance.**
- a. For daily five-day week program, elementary students should participate every day the program operates.
  - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
  - c. For enrichment bursts, students should participate according to the schedule for the activity.
  - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
  - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

**3. Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
  - i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded learning
  - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
  - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
  - i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
  - iii. Site team meetings 1 hour every two weeks.

## **6. Professional Development.**

- a. Lead Agency – Management Only:
  - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
  - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

## **7. Curriculum and Activity Design.**

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

## **PART II: ENRICHMENT AGENCY**

- A. **Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

**B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

**1. Enrollment.**

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

**2. Five-Day Week and Enrichment Burst Program Attendance.**

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21<sup>st</sup> CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

**3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
  - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
  - ii. Winter Break: January 6-10, 2025
  - iii. Spring Break: April 7-18, 2025

**5. Trainings.**



- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
- i. Mandated reporting
  - ii. Anti-harassment
  - iii. Sexual misconduct prevention
  - iv. Bullying prevention
  - v. Discrimination prevention
  - vi. Suicide awareness and reporting
  - vii. Classroom management
  - viii. Social and emotional supports
  - ix. Quality standards for expanded earning
  - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
- i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:
- i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
  - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

- iii. Site team meetings 1 hour every two weeks.

## **6. Curriculum and Activity Design.**

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

### **PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT**

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

### **PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES**

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

#### **PART V: DISTRICT RESPONSIBILITIES**

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

**PART VI: TANGIBLE WORK PRODUCTS**

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

**PART VIII: PERSONNEL**

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

**PART IX: SUBCONTRACTORS**

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

**PART X: AMENDMENTS**

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

## EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
  - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.



**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

**1. General Requirements for Service Provider’s Program Coaches.**

**a. Satisfaction of Program staff requirements.** Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

**2. General Requirements for Student Eligibility in Program Sports.**

**a. Medical clearance.** Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

**b. Adherence to recommendations.** Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

**d. Sign In and Sign Out Sheet.** Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

### **3. Concussions.**

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student may have sustained concussion.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion.**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

#### **4. Sudden Cardiac Arrest ("SCA").**

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

##### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

##### **b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event.**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness.**

Service Provider agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

**b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

## **6. Methicillin-Resistant Staph Aureus (MRSA).**

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches – preventative measures.** Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs.**

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District’s policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student’s parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**e. Applicability.** At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

**8. Event Emergency Guidelines.**

**a. Adoption of policy.** Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.



**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF**  
**EMERGENCY ASSISTANCE**

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen).**

**a. Obligation to Administer Epinephrine; Authorized Individuals.**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Service Provider Employees and Volunteers.**

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/lh/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student’s parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

## **2. Epinephrine Prescriptions.**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

## **3. Requirements for the Provision of Emergency Assistance.**

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

## **4. Copies of Documents.**

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

## **EXHIBIT B COMPENSATION**

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
  - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
  - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
  - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
  - E. Line items for:
    1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
    2. All supplies properly charged to the Services;
    3. All travel properly charged to the Services;
    4. All equipment properly charged to the Services;
    5. All materials properly charged to the Services;
    6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
  - F. Calculation of matching funds.

Not Project Related

Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

## **EXHIBIT C INSURANCE**

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. 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 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
  1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
  2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
  3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. 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: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C



Not Project Related

Project #

**EXHIBIT D  
CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

Independent contractors are required to file disclosures when, pursuant to a contract with the District, the independent contractor will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Service Provider under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Service Provider who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa Franz, Director of Purchasing



## Extracurricular Event or Activity Assumption of Risk Form

\_\_\_\_\_  
Student name (Please print)

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School/Local Educational Agency

\_\_\_\_\_  
Event or Activity Advisor (Staff)

### Voluntary Extracurricular Event or Activity

- school-related athletics
- school-related club activities
- school-related cultural activities
- school-related performing arts activities
- school-related social activities
- School-related community activities
- Other: \_\_\_\_\_

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- |  |                                     |
|--|-------------------------------------|
| 1. Sprains and strains                   | 7. Loss of eyesight                 |
| 2. Fractured bones                       | 8. Head injuries or concussion      |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness                     |
| 4. Unconsciousness                       | 10. Sudden cardiac arrest           |
| 5. Paralysis                             | 11. Death                           |
| 6. Disfigurement                         | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary telephone

\_\_\_\_\_  
Alternate telephone



## Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)

Fecha de nacimiento

Padre o tutor legal (Por favor imprima)

Dirección del estudiante

Escuela/Agencia Educativa Local

Asesor de eventos o actividades (personal)

### Evento o actividad extracurricular voluntaria

- Atletismo relacionado con la escuela
- Actividades del club relacionadas con la escuela
- Actividades culturales relacionadas con la escuela
- Actividades de artes escénicas relacionadas con la escuela
- Actividades sociales relacionadas con la escuela
- Actividades comunitarias relacionadas con la escuela
- Otro: \_\_\_\_\_

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

1. Esguinces y distensiones
2. Quebraduras
3. Laceraciones, abrasiones y avulsiones
4. Inconsciencia
5. Parálisis
6. Desfiguración
7. Pérdida de la vista
8. Lesiones en la cabeza o conmoción cerebral
9. Enfermedades causadas por el calor
10. Paro cardíaco repentino
11. Muerte
12. Exposición a enfermedades infecciosas

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

\_\_\_\_\_  
Firma (Estudiante)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma (Padre o Tutor Legal)

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Teléfono principal

\_\_\_\_\_  
Teléfono alternativo

## Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

### Symptoms may include one or more of the following:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Headaches</li> <li>• “Pressure in head”</li> <li>• Nausea or vomiting</li> <li>• Neck pain</li> <li>• Balance problems or dizziness</li> <li>• Blurred, double, or fuzzy vision</li> <li>• Sensitivity to light or noise</li> <li>• Feeling sluggish or slowed down</li> <li>• Feeling foggy or groggy</li> <li>• Drowsiness</li> <li>• Change in sleep patterns</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “Don’t feel right”</li> <li>• Fatigue or low energy</li> <li>• Sadness</li> <li>• Nervousness or anxiety</li> <li>• Irritability</li> <li>• More emotional</li> <li>• Confusion</li> <li>• Concentration or memory problems (forgetting game plays)</li> <li>• Repeating the same question/comment</li> </ul> |
|--|---|

### Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

**What can happen if my child keeps on playing with a concussion or returns to soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child’s coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

**Return to Play (RTP)**

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see [cifstate.org](http://cifstate.org) for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

**Legal References:**

California Education Code section 49475,  
California Interscholastic Federation Bylaw 313

## Oxnard School District

### Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

#### Los siguientes son algunos de los síntomas de una concusión:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Dolor de cabeza</li> <li>• “Presión en la cabeza”</li> <li>• Náusea o vómito</li> <li>• Dolor de cuello</li> <li>• Problemas de equilibrio o mareos</li> <li>• Visión borrosa o visión doble</li> <li>• Sensibilidad a la luz o ruido</li> <li>• Decaído</li> <li>• Adormecido</li> <li>• Mareado</li> <li>• Cambios en los hábitos de dormir</li> </ul> | <ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “No se siente bien”</li> <li>• Fatiga o energía baja</li> <li>• Tristeza</li> <li>• Nervios o ansiedad</li> <li>• Irritabilidad</li> <li>• Más sensible</li> <li>• Confundido</li> <li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li> <li>• Repetir la misma pregunta o comentario</li> </ul> |
|---|--|

#### Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia



**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

**Volver a Jugar**

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cifstate.org) para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha

**FIELD TRIP OR EXCURSION AUTHORIZATION  
AND MEDICAL TREATMENT AUTHORIZATION**

In-state

(Minor)

Out-of-state

**Completion of this form is required for all field trips / excursions.**

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Date of Birth (for emergency purposes)

\_\_\_\_\_  
Student Address

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Class/ Program

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date(s) of Field Trip/Excursion

\_\_\_\_\_  
Location of Field Trip/Excursion

\_\_\_\_\_  
Transportation Provider

- I hereby give permission** for my child or ward (named above) to participate in this Field Trip or Excursion.
- Regarding special assistance/accommodations:** Is special assistance/accommodation necessary for your child or ward to participate in this Field Trip or Excursion?  
 No     Yes. Please explain \_\_\_\_\_
- Regarding administration of medication:** All medications must be prescribed, **including** over-the-counter medications. Is your child or ward required to take medication during the course of this Field Trip or Excursion?  
 No     Yes **Parent/Guardian must contact the school office** to obtain form SFA-5010, "Authorization for Any Medication Taken during School Hours," form SFA-5030, "Authorization For Medications Taken During School Hours, School Activities and Field Trips" or form SFA-5040, "Extended Field Trip or Excursion Medication Authorization" (which must be signed by parent/guardian and child or ward's physician).
- If you have health insurance, please list:**

_____	_____	_____
Health Insurance Company	Policy Number	Group Number

- Please list additional emergency contacts, should the parent/guardian be unavailable:**

_____	_____
Emergency Contact	Telephone

_____	_____
Emergency Contact	Telephone

- Conduct:** I fully understand that all participants are to abide by and accept all rules and requirements governing conduct during the Field Trip or Excursion. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards will be sent home at their own or their parent/guardian's expense.

- Waiver of Claims for Liability:** I understand that California Education Code, Section 35330 provides:

"All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."

In providing consent for my child or ward to attend and participate in this Field Trip or Excursion, I waive all claims against the district for injury, accident, illness, or death occurring during or by reason of this Field Trip or Excursion.

I understand that the District does not require my child or ward to participate in the Field Trip or Excursion and I make this request voluntarily because I desire my child or ward to participate in the Field Trip or Excursion. I also understand that, if I do not consent to my child or ward's participation, my child or ward will be involved in alternative supervised activities, for which my child or ward will receive full credit.

- In the event of illness or injury,** I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of my child or ward. It is understood that the resulting expenses will be the responsibility of the child or ward's parent(s)/guardian(s).
- I have carefully read this authorization and fully understand its contents and voluntarily consent to its terms and conditions.**

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager

# AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

Dentro del Estado

(Menor de Edad)

Fuera Del Estado

Es un requisito completen esta forma para todos los paseos educativos o excursiones.

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones:** ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?  
 No  Si Explique por favor. \_\_\_\_\_
3. **Con respecto a la administración de medicamento:** Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?  
 No  Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:  
"Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.

8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

Blanco – Supervisor de Paseo Educativo/Excursión  
SFA 2010S, Rev. 6/17/2014

Amarillo – Escuela

Rosa – Padre/Madre/ 2020



## OXNARD SCHOOL DISTRICT

# Parent/Student CIF Heat Illness Information Sheet

### Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

### What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

**PREVENTION:** There are several steps which can be taken to prevent heat illness from occurring:

**ADEQUATE HYDRATION:** The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

**GRADUAL ACCLIMATIZATION:** Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

**HEAT EXHAUSTION:** Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

<ul style="list-style-type: none"> <li>• Dizziness, lightheadedness, weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Profuse sweating</li> </ul>
<ul style="list-style-type: none"> <li>• Headache</li> </ul>	<ul style="list-style-type: none"> <li>• Cool, clammy skin</li> </ul>
<ul style="list-style-type: none"> <li>• Nausea</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Diarrhea, urge to defecate</li> </ul>	<ul style="list-style-type: none"> <li>• Decreased urine output</li> </ul>
<ul style="list-style-type: none"> <li>• Pallor, chills</li> </ul>	

**TREATMENT:** Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

**HEAT STROKE:** Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

**WARNING SYMPTOMS:**

**This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.**

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"> <li>• Dizziness</li> </ul>	<ul style="list-style-type: none"> <li>• Weakness</li> </ul>
<ul style="list-style-type: none"> <li>• Drowsiness, loss of consciousness</li> </ul>	<ul style="list-style-type: none"> <li>• Hot and wet or dry skin</li> </ul>
<ul style="list-style-type: none"> <li>• Seizures</li> </ul>	<ul style="list-style-type: none"> <li>• Rapid heartbeat, low blood pressure</li> </ul>
<ul style="list-style-type: none"> <li>• Staggering, disorientation</li> </ul>	<ul style="list-style-type: none"> <li>• Hyperventilation</li> </ul>
<ul style="list-style-type: none"> <li>• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)</li> </ul>	<ul style="list-style-type: none"> <li>• Vomiting, diarrhea</li> </ul>

**Final Thoughts for Parents and Guardians:**

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

_____	_____	_____
Student-Athlete Name - <i>Printed</i>	Student-Athlete - <i>Signature</i>	Date
_____	_____	_____
Parent Or Legal Guardian Name - <i>Printed</i>	Parent or Legal Guardian - <i>Signature</i>	Date



## Hoja de información CIF para padres/estudiantes referente a la insolación

### ¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1º de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

### ¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardíacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la pérdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

**PREVENCIÓN:** Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

**LA HIDRATACIÓN APROPIADA:** El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es oscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar reemplazando los líquidos antes y después de las sesiones de práctica.

**LA ACLIMATACIÓN GRADUAL:** La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

**EL AGOTAMIENTO DEBIDO AL CALOR:** Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

**TRATAMIENTO:** Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no es rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

**INFARTO DEBIDO AL CALOR:** Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

**SÍNTOMAS DE ALARMA:**

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

<b>Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:</b>	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

**Consejos finales para los padres y tutores legales:**

Cada vez que planea y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el fútbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a un infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha





## OXNARD SCHOOL DISTRICT Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

### **Side effects may include one or more of the following:**

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

### **Risks are greater with the following:**

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

### **Unless specifically advised by your health care provider, medications to avoid include:**

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.



**KNOW YOUR OPTIONS**

**Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:**

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

**IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:**

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration:  
[www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou)
- Visit [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Education Code section 49476



## DISTRITO ESCOLAR DE OXNARD

### Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

#### **Los efectos secundarios pueden incluir uno o más de los siguientes:**

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

#### **Los riesgos son mayores con lo siguiente:**

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

#### **A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:**

- Benzodicepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

**SEPA CUÁLES SON SUS OPCIONES**

**Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riesgos y efectos secundarios. Las opciones podrían ser las siguientes:**

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

**SI LE RECETAN OPIOIDES PARA EL DOLOR:**

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
  - Establezcan juntos un plan para tratar el dolor.
  - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
  - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
  - Nunca venda ni comparta opioides recetados.
  - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: [www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou).
- Visite [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

[www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

\_\_\_\_\_  
Nombre del Estudiante Deportista

\_\_\_\_\_  
Firma del Estudiante Deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del Padre o Tutor Legal

\_\_\_\_\_  
Firma del Padre o Tutor Legal

\_\_\_\_\_  
Fecha

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

**OXNARD SCHOOL DISTRICT**  
**Parent/Student CIF Steroid Information Sheet and Acknowledgement**



“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

\_\_\_\_\_  
Student-Athlete Name - *Printed*

\_\_\_\_\_  
Student-Athlete - *Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Name - *Printed*

\_\_\_\_\_  
Parent or Legal Guardian - *Signature*

\_\_\_\_\_  
Date





## DISTRITO ESCOLAR DE OXNARD

### Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

“Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica”. (Estatuto CIF 503.I)

#### Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

#### Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

\_\_\_\_\_  
Nombre del estudiante/atleta – *Letra de molde*

\_\_\_\_\_  
Firma del estudiante/atleta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre de padre/madre/tutor legal - *Letra de molde*

\_\_\_\_\_  
Firma de padre/madre/tutor legal

\_\_\_\_\_  
Fecha

Oxnard School District  
**Sudden Cardiac Arrest Information Sheet**

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- Fainting or seizure, especially during or right after exercise;
- Fainting repeatedly or with excitement or startle;
- Excessive shortness of breath during exercise;
- Racing or fluttering heart palpitations or irregular heartbeat;
- Repeated dizziness or lightheadedness;
- Chest pain or discomfort with exercise;
- Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- Known structural heart abnormality, repaired or unrepaired;
- Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- Family history of known heart abnormalities or sudden death before age 50;
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements.

**How Common is Sudden Cardiac Arrest in the United States?**

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

### **Who is at Risk for Sudden Cardiac Arrest?**

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will “just go away.” Additionally, some health history factors increase the risk of SCA.

### **What Should You do if your Student Athlete is Experiencing any of these Symptoms?**

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor’s feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### **Return to Play (RTP)**

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

### **Acknowledgment**

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student’s sports program

\_\_\_\_\_  
Student-athlete Name Printed

\_\_\_\_\_  
Student-athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

Legal References:

California Interscholastic Federation Bylaw 503

## Oxnard School District

### Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia del Paro Cardíaco Repentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- Colapso o convulsiones, especialmente justo después de ejercitarse;
- Colapso frecuente, o por emoción o susto;
- Falta excesiva de aliento durante el ejercicio;
- Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- Mareo o aturdimiento frecuente;
- Dolor o malestar en el pecho al ejercitarse;
- Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- La presencia de una anomalía estructural del corazón, reparada o no reparada;
- Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- Un historial clínico familiar de anomalías cardíacas conocidas o muerte repentina antes de los 50 años;
- Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- El consumo de enervantes tales como cocaína, inhalantes, drogas “recreativas,” bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

#### **¿Qué tan común es el PCR en los Estados Unidos?**

Por ser la principal causa de muerte en los EE. UU. cada año suceden más de 300,000 paros cardíacos lejos de los hospitales, de los que nueve de cada diez son mortales. Miles de jóvenes son víctimas de los paros cardíacos repentinos por ser la segunda causa de muerte en menores de 25 años y la principal razón por la que mueren los atletas adolescentes durante el ejercicio.



**¿Quién corre el riesgo de sufrir un paro cardíaco repentino?**

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que “desaparecerán.” Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

**¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?**

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

**Volver a Jugar**

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

\_\_\_\_\_  
Nombre Del Atleta Adolescente

\_\_\_\_\_  
Firma Del Atleta Adolescente

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre Del Padre/ Tutor

\_\_\_\_\_  
Firma Del Padre/ Tutor

\_\_\_\_\_  
Fecha

Referencia legal:  
Federación Interescolar de California Por Ley 503

# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

\_\_\_\_\_

\_\_\_\_\_

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.  
 Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
<b>HEART HEALTH QUESTIONS ABOUT YOU</b>	<b>Yes</b>	<b>No</b>	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
<b>HEART HEALTH QUESTIONS ABOUT YOUR FAMILY</b>	<b>Yes</b>	<b>No</b>	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
<b>BONE AND JOINT QUESTIONS</b>	<b>Yes</b>	<b>No</b>	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			<b>FEMALES ONLY</b>		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

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I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# ■ PREPARTICIPATION PHYSICAL EVALUATION

## THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	<b>Yes</b>	<b>No</b>
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

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Please indicate if you have ever had any of the following.

	<b>Yes</b>	<b>No</b>
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

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I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO

# ■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name \_\_\_\_\_ Sex  M  F Age \_\_\_\_\_ Date of birth \_\_\_\_\_

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_

Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

## EMERGENCY INFORMATION

Allergies \_\_\_\_\_

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Other information \_\_\_\_\_

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_  
 Nombre \_\_\_\_\_  
 Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

**Medicinas y Alergias:** Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias?  Sí  No Si tienes alergias, indica la alergia  
 Medicinas  Pólen  Comidas  Insectos específica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No	Preguntas Médicas	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón?			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: <input type="checkbox"/> Asma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infecciones <input type="checkbox"/> Otro: _____			27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
3. ¿Has pasado la noche en un hospital?			28. ¿Hay alguien en su familia que tiene asma?		
4. ¿Has tenido alguna cirugía?			29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
<b>Preguntas de la salud de tu corazón</b>	<b>Sí</b>	<b>No</b>	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?			32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: <input type="checkbox"/> Alta presión sanguínea <input type="checkbox"/> soplo cardíaco <input type="checkbox"/> Colesterol alto <input type="checkbox"/> Infección del corazón <input type="checkbox"/> Enfermedad de Kawasaki <input type="checkbox"/> Otro: _____			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
9. ¿Ha pedido un médico un examen médico de tu corazón?			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?			36. ¿Tiene antecedentes de trastornos convulsivos?		
11. ¿Has tenido un incautación inexplicable?			37. ¿Tiene dolores de cabeza con el ejercicio?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?			38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
<b>Preguntas de la salud de los corazones de tu familia</b>	<b>Sí</b>	<b>No</b>	39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrofica, síndrome de Marfan, la miocardiopatía aritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
15. ¿Tiene alguien en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?			42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
16. ¿Tiene alguien en tu familia desmayos inexplicables, incauciones inexplicables o casi ahogo?			43. ¿Ha tenido problemas con sus ojos o visión?		
<b>Preguntas de huesos y articulaciones</b>	<b>Sí</b>	<b>No</b>	44. ¿Ha tenido lesiones en los ojos?		
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?			45. ¿Usted usa anteojos o lentes de contacto?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?			46. ¿Usa gafas de protección, o anteojos de seguridad?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?			47. ¿Le preocupa su peso?		
20. ¿Alguna vez has tenido una fractura de estrés?			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)			49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?			50. ¿Alguna vez ha tenido un trastorno alimentario?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?			51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?			<b>Sólo mujeres</b>	<b>Sí</b>	<b>No</b>
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?			52. ¿Alguna vez ha tenido un periodo menstrual?		
			53. ¿Qué edad tenía cuando tuvo su primer periodo menstrual?		
			54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "si" aquí

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\_\_\_\_\_

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## EL ATLETA CON NECESIDADES ESPECIALES:

### FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico \_\_\_\_\_  
 Nombre \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_  
 Sexo \_\_\_\_\_ Edad \_\_\_\_\_ Grado \_\_\_\_\_ Escuela \_\_\_\_\_ Deporte(s) \_\_\_\_\_

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

Explique respuestas "si" aquí

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	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bífida		
La alergia al látex		

Por favor, indique si alguna vez ha tenido alguna de las siguientes.

Explique respuestas "si" aquí

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Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta \_\_\_\_\_ Firma del padre/guardián \_\_\_\_\_ Fecha \_\_\_\_\_

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# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> <li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span &gt; height, hyperlaxity, myopia, MVP, aortic insufficiency)</li> </ul>		
Eyes/ears/nose/throat <ul style="list-style-type: none"> <li>Pupils equal</li> <li>Hearing</li> </ul>		
Lymph nodes		
Heart* <ul style="list-style-type: none"> <li>Murmurs (auscultation standing, supine, +/- Valsalva)</li> <li>Location of point of maximal impulse (PMI)</li> </ul>		
Pulses <ul style="list-style-type: none"> <li>Simultaneous femoral and radial pulses</li> </ul>		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin <ul style="list-style-type: none"> <li>HSV, lesions suggestive of MRSA, tinea corporis</li> </ul>		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> <li>Duck-walk, single leg hop</li> </ul>		

\*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.

<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO







## School Athletics Physical Contact Acknowledgement

\_\_\_\_\_  
Student name

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Parent or legal guardian (Please print)

\_\_\_\_\_  
Student address

\_\_\_\_\_  
School

\_\_\_\_\_  
Sport/Activity

\_\_\_\_\_  
Coach/Instructor

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent or legal guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
Mobile telephone or pager

**OXNARD SCHOOL DISTRICT  
HIP HOP MINDSET 2024/2025 PROPOSAL**

ITEM	HOURS	COST
<p><b>HHM DANCE CREW &amp; ROTATIONS</b></p> <p><b>MON - FRI 2PM-6PM</b>  <b>20 INSTRUCTORS</b>  <b>20 SITES</b>  <b>10 SITES AUG-DEC</b>  <b>10 SITES JAN-JUNE</b></p> <p><b>2 PER SITE</b>  <b>3 DAYS OF CREW</b>  <b>2 DAYS ROTATIONS</b></p>	15,100	\$1,208,000.00
<p><b>SPIRIT SQUADS 6th - 8th Grade</b>  <b>2 INSTRUCTORS PER SITE</b>  <b>3 TIMES PER WEEK</b>  <b>(Year Round)</b></p> <p><b>UP TO 40 STUDENTS PER SQUAD</b></p>	9,120	\$729,600.00
<p><b>HHM MUSIC PRODUCTION</b></p> <p>Students in HHM Music Production club will learn the basics of music production. They will learn how to make beats, music fundamentals, mix music and create their own mixes. They will use Logic Pro for iPad to make beats, record, edit and mix. Students can help play music at our showcases before and during the show.</p> <p><b>10 (8 WEEK SESSIONS)</b>  <b>MIDDLE SCHOOLS / 6-8TH</b></p> <p><b>Meet Twice Per Week</b>  <b>BURSTS</b></p>	640	\$51,200.00
<p><b>MUSIC PRODUCTION EQUIPMENT</b></p>		\$10,000.00

ITEM	HOURS	COST
<p align="center"><b>HHM MEDIA CLUB PHOTO/VIDEO</b></p> <p>Students who enjoy taking photos and videos will get a chance to learn the basics of cameras, learn to take photos, film videos, edit photos and videos and create short films. Students will each get a scrapbook at the end of the 8 week session with photos they've captured throughout their sessions.</p> <p align="center"><b>10 (8 WEEK SESSIONS) 5th-8th Grade Students</b></p> <p align="center"><b>Meet Twice Per Week BURSTS</b></p>	640	\$51,200.00
<p align="center"><b>HHM SPOKEN WORD/POETRY</b></p> <p>Students who enjoy poetry will be provided with a space to write, speak, share, collaborate and listen to poetry. We will offer a platform for students to practice and present their own poetry in front of their classmates and will setup "Spoken Word" nights at local coffee shops, HHM Dance Studio and school sites where family and friends will join to listen to students as they present their work!</p> <p align="center"><b>10 (8 WEEK SESSIONS) MIDDLE SCHOOLS 6-8TH</b></p> <p align="center"><b>MEET TWICE PER WEEK BURSTS</b></p>	640	\$51,200.00
<p align="center"><b>OSD + HHM SPRING Spirit Squad Competition</b></p> <p>All Spirit Squad teams will compete for the OSD + HHM Spring Spirit Squad Competition. Students will compete for trophies which will be awarded to squads to take back to their school site to display!</p> <p align="center"><b>END OF MARCH 2025</b></p>	<p align="center">20 INSTRUCTORS 10 SCHOOL SITES TROPHIES LUNCH FOR KIDS OPAC RENTAL</p>	\$25,000.00

ITEM	HOURS	COST
<p><b>SPRING BREAK 2025 DANCE INTENSIVE</b></p> <p>Spring Break Dance Intensive for up to 40 students in grades 4th/5th week one and 6th - 8th week two. Students will each receive a HHM OSD Summer T-Shirt for a performance at the end of the camp to be filmed. Students will learn intermediate choreography, jazz, hip hop (break dance) and contemporary styles of dancing from guest instructors!</p>	<p>WORKSHOPS AT SCHOOL GYM OR STUDIO</p> <p>MON - FRI 5 Hours Per Day 2 Weeks ( 10 Days )</p> <p>40 Students Per Week (80 students in total)</p>	<p>\$10,000.00</p>
<p><b>SPRING BREAK 2025 20 INSTRUCTORS 11 DAYS/8 HOURS</b></p>	<p>1,760</p>	<p>\$140,800.00</p>
<p><b>SUMMER BREAK 2024 DANCE INTENSIVE</b></p> <p>Summer Dance Intensive for up to 40 students in grades 4th/5th week one and 6th - 8th week two. Students will each receive a HHM OSD Summer T-Shirt for a performance at the end of the camp to be filmed. Students will learn intermediate choreography, jazz, hip hop (break dance) and contemporary styles of dancing from guest instructors!</p>	<p>WORKSHOPS AT SCHOOL GYM OR STUDIO</p> <p>MON - FRI 5 Hours Per Day 2 Weeks ( 10 Days )</p> <p>40 Students Per Week (80 students in total)</p>	<p>\$10,000.00</p>
<p><b>SUMMER BREAK 2024 20 INSTRUCTORS 20 DAYS / 8 HOURS</b></p> <p><b>At School Sites for Hip Hop Rotations and support.</b></p>	<p>3,300</p>	<p>\$264,000.00</p>
<p><b>OPAC RENTAL COSTUMES / TEES / PROPS FOR SHOWCASES</b></p>	<p>4 SHOWCASES 1 PRODUCTION</p>	<p>\$65,000.00</p>
<p><b>SUMMER PRODUCTION CAMP 2024</b></p> <p>Students in grades 6th - 8th will start to prepare for the 2024 Fall Production of "The Greatest Showman" scheduled for November 2024. Up to 40 students will work with 3 HHM instructors on choreography and sets. We will take a field trip to Los Angeles to a set to film videos for the production.</p>	<p>M-F (4 WEEKS) 2 FIELD TRIPS TO LA TO FILM VIDEOS FOR PRODUCTION 3 INSTRUCTORS</p>	<p>\$21,000.00</p>

ITEM	HOURS	COST
<p><b>FIELD TRIPS TO HHM DANCE STUDIO</b></p> <p>Students will get the chance to visit the HHM Dance Studio to take dance classes on a more intermediate level with the use of mirrors and hardwood flooring.</p>	240	\$19,200.00
<b>OSD TRAINING DAYS</b>	1,000	\$40,000.00
<b>TOTAL</b>		<b>\$2,750,000.00</b>

**DATES:**

Production Summer Camp - July 2024

Summer Dance Intensive - July 2024 ( 2 Weeks )

Halloween Showcase - Wednesday October 23rd 2024

Greatest Showman Production - Wednesday November 20th 2024

Winter Showcase - Week of December 9th/16th

Spring Spirit Squad Competition - March 2025

Spring Break Dance Intensive - April 2025 ( 2 Weeks )

Spring / Summer Talent Show | Dancers, Singers, Spoken Word

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** June 26, 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:** June 26, 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:** June 26, 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, June 21, 2024.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A