# OXNARD SCHOOL DISTRICT

1051 South "A" Street ● Oxnard, California 93030 ● 805/385-1501



BOARD OF TRUSTEES Mrs. Veronica Robles-Solis, President Mr. Albert "Al" Duff Sr., Clerk Mrs. Debra M. Cordes, Member Mr. Ernest "Mo" Morrison, Member Mr. Denis O'Leary, Member

# **ADMINISTRATION**

Dr. Cesar Morales Superintendent Dr. Jesus Vaca Assistant Superintendent, Human Resources & Support Services Dr. Nancy Carroll Interim Assistant Superintendent, Educational Services Ms. Lisa Cline Assistant Superintendent, Business & Fiscal Services

AGENDA #10 REGULAR BOARD MEETING Wednesday, February 4, 2015 5:00 p.m. Study Session Closed Session To Follow 7:00 PM - Regular Board Meeting

Call to Order:

Members Present:

Members Absent:

**\*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 Asst. Supt. of Human Resources.** The Speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

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

www.oxnardsd.org

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## Vision:

Empowering All Children to Achieve Excellence

## Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning.



# Visión:

Fortaleciendo a Todos los Alumnos para que Logren la Excelencia

# Misión:

Asegurar una educación culturalmente diversa para cada alumno en un ambiente seguro, saludable y propicio que fomente la autodisciplina, motivación y la excelencia en el aprendizaje.

Board Adopted 10-1-14

5:00 PM

# Section A PRELIMINARY

## A.1 Call to Order and Roll Call

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

# A.2 Pledge of Allegiance to the Flag

Mrs. Ginger Shea, Manager of Special Programs, will introduce Justin Albavera 4th grader in Ms. Anna Cash's class, and Andy Albavera, 5th grader in Ms. Dusti Mechling's class, students from Harrington's After School Program, who will lead the audience in the Pledge of Allegiance.

# A.3 District's Vision and Mission Statements

The District's Vision and Mission Statements will be read by students from the After School Program.

# A.4 Presentation by After School Program Staff

Mrs. Shea will provide a short presentation to the Board regarding the After School Program. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

# A.5 Adoption of Agenda (Superintendent)

# **ROLL CALL VOTE:**

O'Leary \_\_\_\_, Morrison \_\_\_\_, Cordes \_\_\_\_, Duff \_\_\_\_, Robles-Solis \_\_\_\_

#### A.6 Study Session – Presentation on Proposed Pre-School Facilities For Lemonwood Site (CFW, Inc.)

The Board will receive a presentation from Caldwell Flores Winters, Inc. on the proposed use of the existing Kindergarten building at the Lemonwood K-8 campus, which is to be retained during construction of the new K-8 facilities and ultimately transformed into a modern Early Childhood Development Center.

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

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

# A.8 Closed Session

The Board of Trustees will convene to closed session for the following items:

- 1. Pursuant to Section 54956.9(d)(2) of *Government Code*:
  - Conference with Legal Counsel Anticipated Litigation: two cases
  - Conference with Legal Counsel Existing Litigation

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

Moved: Seconded:

#### Section A PRELIMINARY (continued)

#### A.8 Closed Session (Continued)

The Board of Trustees will convene to closed session for the following items:

- 2. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
  - Conference with Labor Negotiator: Agency Negotiators: OSD Assistant Superintendent Human Resources & Support Services, and Garcia Hernández Sawhney & Bermudez, LLP Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel - Administrators, Classified Management, Confidential
- 3. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
    - Non Re-elects
  - Public Employee(s) Reassignment/Appointment

#### A.9 Reconvene to Open Session

7:00 PM

Notes:

Moved:

Seconded:

#### A.10 Report Out of Closed Session

The Board will report on any action taken in closed session or take action on any item considered in closed session.

#### A.11 Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:

• March 5, 2014, regular meeting

#### **ROLL CALL VOTE:**

O'Leary \_\_\_\_, Morrison \_\_\_\_, Cordes \_\_\_\_, Duff \_\_\_\_, Robles-Solis \_\_\_\_

#### A.12 Award Presentation to Frank, Fremont & Haydock From Santa To The Sea Organization (Driver/Shea)

Frank, Fremont, and Haydock Middle Schools participated in the Neighborhood Challenge during the Santa To The Sea half marathon race on Sunday, December 14, 2014. Mr. Mike Barber, Race Coordinator will be presenting awards to those three schools.

#### A.13 Introduction of New Administrator(s) (Dr. Morales)

Administration will introduce the following new administrator(s) to the Oxnard School District and/or employees to new positions to the Board of Trustees:

- Ms. Esther Villegas, Assistant Principal at Curren School
- Mr. Gilbert Elizarraraz, Assistant Principal at Driffill School
- Ms. Greta Cuilty, Assistant Principal at Kamala School
- Ms. Pam Cwiklo, Assistant Principal at Soria School

# Section B HEARINGS/PUBLIC COMMENT

# **B.1** Public Comment/Opportunity for Members of the Public, Parents, PTA/PTO, to Address the Board (3 minutes each speaker)

Members of the public may address the Board on any matter within the Board's jurisdiction and have three (3) minutes each to do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board. The Board may not deliberate or take action on items that are not on the agenda. The President is in charge of the meeting and will maintain order, set the time limits for the speakers and the subject matter, and will have the prerogative to remove any person who is disruptive of the Board meeting. This meeting is being video-recorded and televised.

Persons addressing the board during the consideration of an agenda item will be called to address the board prior to any presentation or consideration of the item by the Board. At the conclusion of the public comment on the item, the Board will hear the District's presentation on the matter. Board deliberation and action, if any, will follow the District's presentation. Once the public comments are presented, the board will only take comments from the public at the discretion of the Board President.

The Board particularly invites comments from parents of students in the District.

We will now read the names of the individuals who have submitted Speaker Request Forms to address the Board.

#### B.1 Comentarios Públicos/Oportunidad para que los Miembros de la Audiencia, los Padres, el PTA/PTO se dirija a la Mesa Directiva (3 minutos para cada ponente)

Los miembros del público pueden dirigirse a la Mesa Directiva sobre cualquier asunto dentro de la jurisdicción de la Mesa Directiva y cada uno limitar sus comentarios a tres (3) minutos. El tiempo total de cada asunto será de quince (15) minutos, a menos que, un miembro de la Mesa Directiva determine extender el tiempo y que éste sea aprobado por la Mesa Directiva. La Mesa Directiva no podrá deliberar o tomar alguna acción sobre los asuntos que no aparezcan en la agenda. El presidente dirige la junta y mantendrá el orden, establece el tiempo límite para los presentadores, el tema del asunto y tendrá la facultad de retirar a cualquier persona que cause un desorden en la sesión de la junta. Esta junta está siendo grabada y televisada.

Las personas que quieran dirigirse a la Mesa Directiva durante la consideración de un asunto de la agenda serán llamadas para dirigirse a la Mesa Directiva antes de cualquier presentación o consideración de un asunto por la Mesa Directiva. Al concluir el período de los comentarios públicos sobre un asunto, la Mesa Directiva escuchará la presentación del Distrito con respecto al tema. La deliberación y la resolución determinada por la Mesa Directiva, si se presenta alguna, procederá después de la presentación del Distrito. Una vez que los comentarios públicos hayan sido presentados, la Mesa Directiva únicamente aceptará los comentarios por parte del público a discreción del presidente de la Mesa Directiva.

La Mesa Directiva invita en particular a los padres de los alumnos del Distrito para que expresen sus comentarios.

A continuación leeremos los nombres de las personas quienes han entregado las Formas de Petición para Dirigirse a la Mesa Directiva.

# 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.)

Notes: Moved: Seconded:

## **ROLL CALL VOTE:**

# O'Leary \_\_\_\_, Morrison \_\_\_\_, Cordes \_\_\_\_, Duff \_\_\_\_, Robles-Solis \_\_\_\_

#### C.1 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
• #14-187 with Document Tracking Services, to virtually host (web-based	Carroll/
system) up to five (5) federal and/or state compliance documents for each	Driver
school site plus the district office; March 22, 2015 through June 30, 2016;	
amount not to exceed \$30,000.00, to be paid with Title I Funds;	
<ul> <li>#14-188 with Museum of Ventura County Agriculture Museum, to provide</li> </ul>	Carroll
the Youth Education For Agriculture Program, July 1, 2015 through June 30,	
2016; at no charge to the District;	
• #14-190 with Estrellita, to provide professional development for K-1 DLI	Carroll/
Teachers for the 2014-15 school year; amount not to exceed \$2,600.00, to be	Arellano
paid with LCFF Funds;	
• #14-191 with California Lutheran University, to provide a training in "A	Carroll/
Developmental English Proficiency Test" for Elm and Harrington School	Arellano
staff on February 18, 2015; amount not to exceed \$145.00 per participant, to	
be paid with LCFF Funds;	
<ul> <li>#14-192 with Collaboration for Success, to provide training to site and</li> </ul>	Carroll/
district administrators on Special Education compliance in documentation	Phipps
and IEP note-taking on April 9, 2015; amount not to exceed \$1,000.00, to be	
paid with Special Education Funds.	

## C.2 Resolution #14-25, Authorizing Cooperative Purchasing with Educational Service District 112 and Participation in DigitalEdge Contracts

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve and adopt Resolution #14-25, authorizing Cooperative Purchasing with the Educational Service District 112 Cooperative Purchasing Program; and participation in the DigitalEdge Contracts, for the purchase of Educational Technology, Audio-Visual Equipment, and related solutions; any fees incurred will be charged to end user's budget.

# C.3 Request to Waive Fees for Use of Facilities Permit – Alpha Kappa Alpha Sorority, Inc.

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve the waiver of fees for the Alpha Kappa Alpha Sorority, Inc. to hold the annual African American Speech Exposition on Saturday, February 28, 2015 at Thurgood Marshall Elementary School.

# Section C CONSENT AGENDA

# (continued)

#### C.4 Request to Waive Fees for Use of Facilities Permit – Bethel A.M.E. Church, Youth Mentoring Program

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve the waiver of fees for the Bethel A.M.E. Church's Mentoring Program to hold the 6 <sup>th</sup> Annual "Come Fly With Me" mentoring program on Saturday, February 7, 2015 at Soria School.	Dept/School Gutierrez
C.5 Participation per Public Contract Code §20118 – Oxnard School District For The Purchase of Refurbished Computer Equipment	
It is the recommendation of the Assistant Superintendent, Business & Fiscal	Dept/School
Services, and the Director of Purchasing that the Board of Trustees approve	Cline/
participation with the Anaheim City School District Bid #11/12-04 for the	Franz
purchase of Refurbished Computer Equipment, for the performance term of	
the Anaheim City School District's agreement; any fees incurred will be	
charged to the end user's budget.	
C.6 Participation per Public Contract Code §20118 – Oxnard School District For The Purchase of Multi-Function Devices & Related Services	
It is the recommendation of the Assistant Superintendent, Business & Fiscal	Dept/School
Services, and the Director of Purchasing that the Board of Trustees approve	Cline/
participation with the County of Fairfax, Virginia Bid #2000000264 for the	Franz
purchase of Multi-Function Devices & Related Services for the performance	
term of the County of Fairfax, Virginia agreement; any fees incurred will be	
charged to the end user's budget.	
C.7 Purchase Order/Draft Payment Report #14-06	
It is the recommendation of the Assistant Superintendent, Business & Fiscal	Dept/School
Services and the Director of Purchasing that the Board of Trustees approve	Cline/
the Purchase Order/Draft Payment Report #14-06, as submitted.	Franz
C.8 Report on Bond Construction Budgets	
Attached for the Board's information are the district's current Bond Budgets,	Dept/School
as of Friday, January 23, 2015.	Cline
C.9 Request for Approval of Out of State Conference Attendance – Music Teach	246
C.9 Request for Approval of Out of State Conference Alternatice –Music Teacher National Association – Las Vagas	/1.0

# National Association – Las Vegas

It is the recommendation of the Interim Assistant Superintendent, Educational Services and the Principal of Haydock Middle School that the Board of Trustees approve request for Maureen Aryeetey, Teacher at Haydock Middle School, to attend the MTNA (Music Teachers National Association) Conference in Las Vegas, Nevada, March 21-25, 2015; amount not to exceed \$1,500.00 for registration, lodging and cost of substitute. Ms. Aryeetey will be responsible to cover her own cost of travel and meals, to be paid with Title I Funds.

# Section C CONSENT AGENDA (continued)

# C.10 2014-2015 Second Quarter Williams VCOE Activity Report

It is the recommendation of the Assistant Superintendent, Human Resources	Dept/School
& Support Services and the Risk Manager that the Board of Trustees review	Vaca/
and accept the 2014-2015 Second Quarter Williams VCOE Activity Report, as presented.	Magaña
C.11 Approve New Job Description: Director of Transportation Services	
It is recommended that the Board of Trustees approve new job description -	Dept/School
Director of Transportation Services so that a new classification can be taken to and approved by the Personnel Commission.	Koch
C.12 Establish/Abolish/Reduce/Increase Hours of Positions	
It is recommended that the Board approve the establishment, abolishment or	Dept/School
reduction in hours for classified positions, as submitted.	Koch
C.13 Personnel Actions	
It is recommended that the Board approve personnel actions, as submitted.	Dept/School
	Vaca/
	Koch

# Section D ACTION ITEMS

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

#### D.1 Measure M6 General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2014 (Cline/Penanhoat)

	$=$ $\cdots$ $=$ $         -$	
	It is the recommendation of the Assistant Superintendent, Business & Fiscal	Public Comment:
	Services, and the Director of Finance that the Board of Trustees accept the	Presentation:
	Measure M6 General Obligation Bond Building Fund of Oxnard School	Moved:
	District Audit Report, June 30, 2014.	Seconded:
		Board Discussion:
		Vote:
ŀ	ROLL CALL VOTE:	
(	O'Leary, Morrison, Cordes, Duff, Robles-Solis	

#### D.2 Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2014 (Cline/Penanhoat)

District Maar Report, June 30, 2014 (Cline/Tenamoar)	
It is the recommendation of the Assistant Superintendent, Business & Fiscal	Public Comment:
Services, and the Director of Finance that the Board of Trustees accept the	Presentation:
Measure R General Obligation Bond Building Fund of Oxnard School	Moved:
District Audit Report, June 30, 2014.	Seconded:
	Board Discussion:
	Vote:
ROLL CALL VOTE:	
O'Leary, Morrison, Cordes, Duff, Robles-Solis	

# D.3 Consideration and Adoption of Resolution #14-26 Requesting The Establishment of Trustee Areas and Statement Of Intent To Seek Wainer of Election (Dr. Morales)

<i>Trustee Areas and Statement Of Intent To Seek Waiver of Election</i> (D	r. Morales)
It is recommended that the Board of Trustees consider the adoption of	Public Comment:
Resolution #14-26 to initiate a change of its election system to By-Trustee	Presentation:
Area Elections for the 2016 governing board election.	Moved:
	Seconded:
	Board Discussion:
	Vote:

ROLL CALL VOTE: O'Leary \_\_\_\_, Morrison \_\_\_\_, Cordes \_\_\_\_, Duff \_\_\_\_, Robles-Solis \_\_\_\_

(These are presented for information or study only, no action will be taken.)

# *E.1* Report On Local Control Accountability Plan Timeline and Actions 2015-2016 (Carroll/Cline)

The Board will receive a report regarding the Local Control Accountability Plan (LCAP) timeline and necessary actions for 2015-2016 fiscal year.

#### E.2 Budget Update (Cline)

The Administration will present an updated report on the status of the State Budget for the 2015-2016 fiscal year.

# Section F BOARD POLICIES

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

No Board Polices will be discussed or studied at this meeting.

# Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)	
A brief report will be presented concerning noteworthy activities of	Notes:
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.	Notes:
ADJOURNMENT	
	Moved: Seconded: Vote:

DISTRICT'S VISION

& MISSION STATEMENTS

JUAN SORIA

PRESENTATION

ADOPTION OF THE

SCHOOL

AGENDA

#### Regular Board Meeting March 5, 2014

The Board of Trustees of the Oxnard School District met in regular CALL TO ORDER session at 5:00 p.m. on Wednesday, March 5, 2014, at the Educational Service Center.

A roll call of the Board was conducted. Present were President Ernie "Mo" Morrison, and Trustees Al Duff Sr., Ana Del Rio-Barba, Denis O'Leary and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Cathy Kawaguchi, Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

Alexis Flores, 6<sup>th</sup> grader at Juan Soria School in Mrs. Barajas' class led PLEDGE OF ALLEGIANCE

Oscar Heredia, 5th grader at Juan Soria School in Mrs. Elrod's class read the District's Vision & Mission Statements.

Principal Aracely Fox presented a video stream entitled "Building A Team" which will be placed on the school's website. She informed the Board of Trustees that they were the first to see the video.

*A.5* Changes to the outline of the agenda were noted:

 Section C, Consent: C.7 Personnel Actions – Certificated Personnel – pulled new hire Brandon Gallagher, Director, Curriculum, Instruction & Accountability

On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of four (4) Ayes: Trustees Del Rio-Barba, Duff, Robles-Solis and Morrison; and one (1) Nay vote Trustee O'Leary; the Board adopted the agenda, as amended.

Dr. Cesar Morales, District Superintendent informed the Board that there would be three presentations tonight during the study session and introduced Mr. Yuri Calderon with Caldwell Flores Winters Inc., to begin the presentation. Mr. Calderon stated the first presentation would be on the Lemonwood Design update which was provided by a team from MVE Institute Architectural and Swinerton Builders ending with a virtual tour of the new Lemonwood School site.

During the presentation there was lengthy discussion which included but not limited to the library, location of the health care office, temporary fencing around the perimeter during construction, incorporation of solar design, playing area, an MOU with the City of Oxnard with the use of the adjacent park, the use and storage of the multipurpose room and designs of the different classrooms to accommodate the academies.

Mr. Calderon shared the reconstruction cost estimates which was \$31,402,250.00 with the architect's and construction manager's budget falling fairly close to the figure. He thanked all individuals that attended and presented tonight and shared that this was an exciting project for all involved.

FACILITIES IMPLEMENTATION PROGRAM UPDATE 1) LEMONWOOD DESIGN Trustee O'Leary requested there be discussion on the Public Labor Agreement possibly for this project and the other projects coming up. Trustee Del Rio-Barba requested they receive full information on what it entitles to have a PLA the pros and the cons on those types of agreements.

Mr. Yuri Calderon stated that Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services and Ms. Janet Kliegl with CFW, Inc. would be assisting in the presentation of the Education Program Update. He provided an update on the implementation program goals and adjusted timelines to accommodate the projected growth of enrollment.

Mrs. Kawaguchi and Ms. Kliegl provided information on the K-5 Strand Focus by school site, academy elective courses which also included the timeline adjustments. Also shared were information on the Dual Language Immersion Program at the six K-8 schools and a technology update on the deployment of iPads.

Trustee Del Rio-Barba questioned how the information was given to the parents regarding the changes for next year. Mrs. Kawaguchi reported it was in the planning stages that school principals were working with the teachers on how to provide this information to the parents clearly. Trustee Robles-Solis asked what type of training was being provided to the teachers to prepare for the academies. Mrs. Kawaguchi responded that with the new MSAP grant and the partnership with CSUCI teachers were would be receiving staff development this summer. There was discussion on current and projected enrollment and how the district would accommodate the growth of students. Dr. Morales distributed to the Board Members information on projected enrollment. Also discussed was a plan to address staffing issues and employing teachers with credentials in science and math.

The Board of Trustee took a recess at 6:51 p.m. until 7:00 p.m.

The Board returned at 7:00 p.m. President Morrison asked the Board if they would entertain a motion to continue the Study Session Presentation to follow Section C – Consent Agenda and move closed session to follow Section G – Conclusion after Trustees' Announcements. On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a roll call vote of four (4) Ayes: Trustees Del Rio-Barba, Duff, Robles-Solis and Morrison, and one (1) Abstain Trustee O'Leary, the Board of Trustees approved to the above changes to the agenda.

*A.11* On motion by Trustee Del Rio-Barba, seconded by Trustee O'Leary and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of regular board meeting June 26, 2013, as submitted.

*B.1* President Morrison read the Rules for Individual Presentations in English and Clerk Robles-Solis read them in Spanish.

The following individual addressed the Board of Trustees:

• Anne Romero, thanked the Board and reported she signed her first real contract with the district yesterday and has worked for the district for the past 12 years;

STUDY SESSION: 2) EDUCATION PROGRAM UPDATE

(Recess)

CONTINUE STUDY SESSION PRESENTATION

(Motion #13-106)

APPROVAL OF MINUTES (Motion #13-107)

RULES FOR PRESENTATIONS

- Mariana Valerio, parent of two students in the district, against overcrowded classrooms, in support of class size reduction and continue QEIA Program for one more year at Sierra Linda;
- Vicki Smith, 2<sup>nd</sup> grade Teacher at Sierra Linda, in support of continuing the QEIA program for one more year at Sierra Linda for class size reduction and continue class size reduction for the years to follow;
- Fernando Hernandez, Teacher for 4/5/6 grade at Harrington School, thanked the Board on behalf of all educators that were granted probationary/temporary status to permanent status.

*B.2* President Morrison opened the hearing regarding Sunshine of the Oxnard School District's (OSD) and the Oxnard Supportive Services Association's (OSSA) Joint Proposals to Reopen Negotiations for 2013-2014 negotiations, pursuant to Government Code Section 3547.

Dr. Jesus Vaca, Assistant Superintendent of Human Resources and Support Services provided a brief statement and informed the Board there had been no comments received. There being no comments President Morrison closed the public hearing.

On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0, the Board of Trustees held the public hearing on the sunshine joint proposals to reopen negotiations for 2013-2014 term to revisit the compensation agreement reached by the parties. The parties plan to negotiate the following articles: 1) Article 16 Salaries, and 2) Article 18 Fringe Benefits.

*B.3* President Morrison opened the hearing regarding Sunshine of the Oxnard School District's (OSD) and the California School Employees Association, Chapter 272 (CSEA) Joint Proposals to Reopen Negotiations for 2013-2014 negotiations, pursuant to Government Code Section 3547.

Dr. Jesus Vaca, Assistant Superintendent of Human Resources and Support Services provided a brief statement and informed the Board there had been no comments received. There being no comments President Morrison closed the public hearing.

On motion by Trustee Del Rio-Barba, seconded by Trustee O'Leary and carried on a roll call vote of 5-0, the Board of Trustees held the public hearing on the sunshine joint proposals to reopen negotiations for 2013-2014 term to revisit the compensation agreement reached by the parties. Pursuant to Article 9.1.1 of the Collective Bargaining Agreement between the District and CSEA, the parties will negotiate the compensation agreement to determine if the same aggregate percentage increase was negotiated among all employee groups and make adjustments accordingly. The parties plan to negotiate the following articles: 1) Article 9 Pay Allowances, and 2) Article 13 Health and Welfare Benefits.

The following items on the consent agenda were approved on motion of Trustee O'Leary seconded by Trustee Duff, and carried on a roll call vote of 5-0, as presented.

NOTICE OF PUBLIC **HEARING RE:** SUNSHINE THE **OXNARD SCHOOL** DISTRICT'S & THE **OXNARD SUPPORTIVE** SERVICES ASSOCIATION JOINT PROPOSALS TO REOPEN NEGOTIATIONS FOR 2013-14, PURSUANT TO GOVERNMENT CODE SECTION 3547 (Motion #13-108)

NOTICE OF PUBLIC HEARING RE: SUNSHINE THE OXNARD SCHOOL DISTRICT'S & THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION JOINT PROPOSALS TO REOPEN NEGOTIATIONS FOR 2013-14, PURSUANT TO GOVERNMENT CODE SECTION 3547 (Motion #13-109)

CONSENT AGENDA (Motion #13-110)

<ul> <li>C.1 Accepted gifts to the district and directed that letters of appreciation be sent to the donors:</li> <li>From Procter and Gamble, to Chavez School, a donation of \$5,000.00, the funds will go towards the purchase and installation of the school's electrical marquee;</li> <li>From California Association of Latino Superintendents and Administrators (CALSA), to the Oxnard School District, a donation of \$500.00, funds will be used for music instruction after school sponsored by Oxnard Music Advisory Group.</li> </ul>	(Acceptance of Gifts)
<ul> <li>C.2 Approved/ratified of the following agreements:</li> <li>Amendment #1 to Agreement #13-63 with California Department of Education – Child Development Division Contract #CSPP-3642 to operate State Preschool Programs; Amendment #1 increases funds to serve additional half day preschool spaces; Amendment #1 totals \$153,807.00, to original funding of \$929,160.00 for a grand total of \$1,082,967.00.</li> </ul>	(Agreements)
<i>C.3</i> Approved Resolution #13-17 with California Department of Education Child Development Division for Amendment #1 to #13-63/CSPP-3642.	(Approval of Resolution #13-17 with California Department of Education – Child Development Division for Amendment #1 to #13-63/CSPP-3642)
<i>C.4</i> Approved request for Michael Littlejohn, Transportation Manager, to attend the School Transportation News (STN) Expo Conference & Trade Show in Reno, Nevada, July 26-30, 2014; amount not to exceed \$1,300.00 for registration, travel and lodging plus expenses, to be paid from Transportation Budget in the General Fund.	(Request for Approval of Out of State Conference Attendance – School Transportation News Expo Conference & Trade Show)
<i>C.5</i> Received the information on the district's current November 2006 Bond Budget Report, as of Friday, February 21, 2014.	(Report on 2006 Bond Construction Budget)
<i>C.6</i> Appointed Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services, as the Board Representative to the Ventura County Schools Self-Funding Authority and Lisa Cline, Assistant Superintendent, Business & Fiscal Services, as the alternate, via execution of Designation of VCSSFA Representative form.	(Designation of Representative and Alternate to the Ventura county Schools Self-Funding Authority's Board of Directors)
C.7 Personnel actions:	(Personnel Actions)
The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District:	CERTIFICATED

Name	Position	Effective Date	
<u>New Hire</u>			
Ginger Shea	Manager, Special Programs and Services	March 10, 2014	
Ingrid Davis	Substitute Teacher	2013/2014 School Year	
Russell Helmstedter	Substitute Teacher	2013/2014 School Year	
Ariadna Herrejon	Substitute Teacher	2013/2014 School Year	
John Maynard	Substitute Teacher	2013/2014 School Year	
Stephanie Turse	Substitute Teacher	2013/2014 School Year	
Erin Upton	Substitute Teacher	2013/2014 School Year	
Intervention Services Provider (less than 20 hours per week not to exceed			
75% or 135 days a year			
Tamara Marshall	Kamala	February 19, 2014	
Elvia Soto	McKinna	February 24, 2014	
Interim/Acting			
Derek Olson	Assistant Principal, Frank	March 10, 2014	

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments:

Name New Hire	Position	Effective Date
Acevedo, Adriana	Paraeducator II, Position #R02953 Pupil Services 5.5 hrs./183 days	2/19/2014
Chavez, Elaine	Paraeducator III, Position #R02319 Pupil Services 5.75 hrs./183 days	2/10/2014
Farias, Lisbeth	Paraeducator II (B), Position #R02962 Pupil Services 5.75 hrs./183 days	2/10/2014
Farrell, Patricia	Preschool Assistant (B), Position #R02939 McKinna 3.0 hrs./183 days	2/24/14
Lopez Osornio, Aaron	Paraeducator III, Position #R02956	2/19/2014
Moreno, Reyna	Pupil services 5.5 hrs./183 days Paraeducator III, Position #R01079 Pupil Services 5.5 hrs./183 days	2/12/2014
Rivero, Priscilla	Preschool Assistant (B), Position #R02582 San Miguel 3.0 hrs./183 days	2/24/2014
Promotion	San Miguer 5.0 ms./ 105 days	
Giron, Guadalupe	Child Nutrition Coordinator, Position #R00715 Elm 6.5 hrs./189 days Child Nutrition Worker, Position #R02395 Soria 5.0 hrs./185 days	2/24/2014

<u>Transfer</u>		
Aspera, Ivan	Custodian, Position #R00632 Lemonwood 8.0 hrs./246 days	3/10/2014
	Custodian, Position #R01584 Driffill 8.0 hrs./246 days	
Garcia Soto, Luizinho	Custodian, Position #R02969 Driffill 8.0 hrs./246 days	2/17/2014
	Custodian, Position #R02541 Fremont 4.0 hrs./246 days	
Valenzuela-Arenas, Dalia	Administrative Assistant (B), Position #R02983 Ed. Services 8.0 hrs./246 days	3/10/2014
	School Office Manager (B), Position #R00989 Brekke 8.0 hrs./210 days	
<u>Medical Layoff</u> 2640	Child Nutrition Worker, Position #R02190	2/13/2014
<u>Resignation</u>		
Hernandez, Josue	Accounting Specialist III, Position #R00846 Budget & Finance 8.0 hrs./246 days	3/3/2014
Retirement		
Estrada, Joseph	Technology Services Technician, Position #R02266 Information Technology 8.0 hrs./246 days	5/12/1986 - 2/28/2014

Mrs. Catherine Kawaguchi continued with the study session on the Facilities Implementation Program and began with the integrated units for environmental science at Fremont and Haydock Middle Schools and the timeline adjustments. Followed by the integrated units for the Arts Haydock and the timeline adjustments. She provided information on the GATE program options and Dual Language Immersion at six K-8 schools which is the middle of registration. Mrs. Kawaguchi reported that at the DLI schools they are looking at technology and STEAM strands, as well as preparing for 7<sup>th</sup> and 8<sup>th</sup> grade Spanish classes.

Mr. Yuri Calderon with CFW, Inc. presented information on the Oxnard@Work Outreach Program developed to provide job opportunities for the local work force based, fuel economic growth and training to local contractors/trades in order to effectively bid on public work program and the program development timeline. Following discussion the Board thanked Mr. Calderon for the presentation.

Dr. Cesar Morales:

- Reported in following "Read Across America" Program he had read in many classrooms, over a PA system, in a cafeteria and planned to continue to read to students on Thursday and Friday.
- He thanked all teachers, staff and administrators for preparing for the new assessment system put in place by the State Department.

SUPERINTENDENT'S

STUDY SESSION: 2)

PROGRAM UPDATE

EDUCATION

Mrs. Ana Del Rio-Barba:

- Thanked Ms. Martin and Ms. Lopez Torres for inviting her to read to the students at Soria School and she planned to visit Harrington School and read to students there as well.
- Reported she attended the African American Speech Expo and was wondering if they students could be invited to present to the Board. Dr. Morales informed the Board that the students would be presented at the March 19, 2014 board meeting.

Mr. Albert Duff Sr.:

- Thanked Mrs. Catherine Kawaguchi for being one of the judges at the African American Speech Expo on February 20, 2014. He reported there were wonderful speeches given by the students and shared the names of the first place winners. He also thanked Dr. Morales for attending the event.
- Reported he attend an Award of American Achievement Ceremony at California State University, Channel Islands on February 6, 2014.
- Reported he also attend a function at the Naval Base of Port Hueneme where over 100 children participated in developing a mechanism that could fire a ball from the home to the ship which required critical thinking in math and science.

Mr. Denis O'Leary:

- Thanked Dr. Morales, Mrs. Fox, Al the custodian and staff for working with the Mexican Consulate to provide a presentation to the community at Soria School by a professional Ballet Folklorico Dance group.
- Reported earlier in the meeting he voted not to accept the agenda partly because there were no actions, reports or board policies being considered by the Board which he recalls had never happened in 10 years.
- He requested the following items be considered for discussion: Public Labor Agreement, District Voting, Living Wages, Plazas Comunitarias, and class size reduction in our schools.
- Congratulated the City of Oxnard for forming an Education Committee to address all of the different school districts and requested the district work with the city to have a joint public meeting to see how we could help each other.
- Requested the Board have a discussion to support Senator Ricardo Lara on SB 1174 which calls for a proposition being placed on the November ballot repealing Proposition 227 bilingual issues and possibly write and adopt a resolution.

Mrs. Veronica Robles-Solis:

- Reported she attended a DELAC meeting last week and thanked all of the parents for their efforts, hard work and involvement in the district. She stated information was provided on Interface, Oxnard Police Department on bullying, Nutrition, Common Core, the difference between PTA and PTO and ELAC and DELAC and information on the CABE conference.
- Thanked Ivette Zendejas for the wonderful presentation she provided to the parents on Common Core.
- Wished luck to all the runners that would be participating in the Los Angeles Marathon and reported she would be participating on Sunday which would be her second year.
- Stated she would like the district to put together a team to participate in the Santa To The Sea half-marathon to raise funds for the Oxnard community.

Mr. Ernie Morrison:

- Reported he attended the African American Speech Expo and thanked the Alpha Kappa Alpha Sorority, Xi Kappa Omega Chapter members for all of their hard work and evolving this event into an educational program. He congratulated all of the students who participated and to those who won.
- Stated on Monday, March 3, 2014 he visited Chavez and Brekke Schools participating in their "Read Across America" and read to students which was very enjoyable but was most impressed with the readers that came from the community, Oxnard PD, Bankers, Lawyers showing the students that reading can be fun.

#### ANNOUNCEMENT PRIOR TO CLOSED SESSION March 5, 2014:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

There were no requests to address the Board of Trustees at this meeting.

PUBLIC COMMENT CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9,

- ANTICIPATED LITIGATION(S): 2 case
- EXISTING LITIGATION 1 case: Parent On Behalf of Student v. Oxnard School District, OAH Case No. 2013090950

Secondly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code Sections* 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent of Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA: and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code* 54957 and Education Code 44943 for: → PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

- > PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
  - Director, Curriculum, Instruction & Accountability
  - Manager, Special Program & Services
  - Assistant Principal
  - Interim Assistant Principal
  - Director, Project Grant MSAP
  - Administrator(s) Assignments for 2014-2015
  - Principal(s)

#### PUBLIC EMPLOYEE EVALUATION(S)

- Administrators Principal(s)
- Assistant Superintendent, Business & Fiscal Services
- Assistant Superintendent, Educational Services
- Assistant Superintendent, Human Resources & Support Services

Trustees convened to closed session at 8:30 p.m. until approximately CLOSED SESSION 10:51 p.m. to discuss items on the closed session agenda.

Trustee O'Leary departed at 8:30 p.m. and did not attend closed session. (Trustee Departure)

session:	CLOSED SESSION
<ul> <li>On motion by Trustee Robles-Solis, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 4-0: Ayes – Trustees Del Rio-Barba, Duff, Robles-Solis and Morrison, Trustee O'Leary was not present during the vote; the Board of Trustees appointed Mary Curtis to the position of Director, Curriculum, Instruction &amp; Accountability effective July 1, 2014.</li> </ul>	(Motion #13-111)
<ul> <li>On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0: Ayes – Trustees Del Rio-Barba, Duff, Robles-Solis and Morrison, Trustee O'Leary was not present during the vote; the Board of Trustees appointed Debra West to the position of Director, Project Grant MSAP contingent on approval by the Federal MSAP Office.</li> </ul>	(Motion #13-112)
On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0: Ayes – Trustees Del Rio-Barba, Duff, Robles-Solis and Morrison, Trustee O'Leary was not present during the vote; the Board of Trustees adopted Resolution #13-18 authorizing the Superintendent to provide notice of non-reelect or release to the following probationary or temporary employees: #8029, #6725, #5716, #7986, #1584, #7452, #8052, #1797, and #5525.	(Motion #13-113)
There being no further business, on motion by Trustee Duff, seconded by Trustee Robles-Solis, President Morrison adjourned the meeting at 11:00 p.m.	ADJOURNMENT
Respectfully submitted,	
DR. CESAR MORALES District Superintendent and Secretary to the Board of Trustees	
By our signature below, given on this day of	, 20 <u>,</u> the
Governing Board of the Oxnard School District approves the Minutes of the Regula	r Board meeting of
March 5, 2014; on motion of Trustee, seconded by Trus	tee
Signed:	

President Morrison reported the Board took the following action in closed REPORT ON

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

# **BOARD AGENDA ITEM**

Name of Contributor(s):	Dr. Nancy Carroll	Date of Meeting: 2/4/15
STUDY SESSION CLOSED SESSION SECTION A: Preliminary SECTION B: Hearings SECTION C: Consent SECTION D: Action SECTION E: Report/Discu SECTION F: Board Policie		ling 2 <sup>nd</sup> Reading

# Award Presentation to Frank, Fremont, and Haydock from Santa to the Sea Organization

Frank, Fremont, and Haydock Middle Schools participated in the Neighborhood Challenge during the Santa to the Sea half marathon race on December 14, 2014. Each middle school showcased their academy focus in the Neighborhood Challenge Cheer Zone. Mr. Mike Barber, Race Coordinator, will present awards to Frank, Fremont, and Haydock Middle Schools.

# **FISCAL IMPACT:**

Each school will receive a cash award for the Neighborhood Challenge.

# **BOARD AGENDA ITEM**

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 2/4/15

STUDY SESSION		
CLOSED SESSION		
SECTION B: HEARINGS		
SECTION C: CONSENT	<u>X</u>	
SECTION D: ACTION		
SECTION E: REPORTS/DISCUSSION		
SECTION F: BOARD POLICIES	1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading

# Approval of Agreement #14-187 – Document Tracking Services (Carroll/Driver)

Document Tracking Services will virtually host (web-based system) up to five (5) federal and/or state compliance documents for each school site plus the district office. The documents can include the Single Plan for Student Achievement (SPSA), the Local Education Agency Plan (LEA), the School Accountability Report Cards (SARC), the Comprehensive Safe School Plan, Technology Plan, and Local Control Accountability Plan (LCAP). Translation of any uploaded document is also an option. Virtually storing these documents will allow for a more efficient system to monitor the Plans.

# FISCAL IMPACT:

Not to exceed \$30,000.00 - Title 1

# **RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-187 with Document Tracking Services.

# ADDITIONAL MATERIALS:

Attached: Agreement #14-187, Document Tracking Services (5 Pages)



# LICENSING AGREEMENT

This Agreement effective **March 21, 2015**, is made and entered into by **Oxnard School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year and 3 months** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
- (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$5,119**.



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
  - (i) Document. A document is defined as a) a specific template provided by CDE or; b) any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or c) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
  - \* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
  - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director Document Tracking Services 10225 Barnes Canyon Road, Suite A200 San Diego, CA 92121 858-784-0967 - Phone 858-587-4640 - Corporate Fax

Date: December 18, 2014

Licensee Oxnard School District

By:

 Lisa A. Franz, Director, Purchasing

 Date:



# Exhibit A

The following are standard documents to be used in conjunction with the license.

- 1. 2015 Single Plan for Student Achievement, English and Spanish (Custom Template)
- 2. 2015 School Accountability Report Card, English and Spanish (Custom Template)
- 3. 2015 School Safety Plan, English and Spanish (Custom Template)
- 4. 2015 Local Education Agency Plan, English and Spanish (CDE Template)
- 5. Other to be identified as needed.



December 18, 2014

Oxnard School District 1051 South A Street Oxnard, CA 93030

Re: Document Tracking Services

# **INVOICE #9303003**

Pursuant to the licensing agreement between Oxnard School District and Document Tracking Services (DTS):

**Document Tracking Services** 

	Document Tracking Services [3/22/15 to 6/30/16]: 20 schools and District Personnel = 21 sites License Agreement includes up to 5 documents	\$5,119
Translation Services		
	2015 Spanish Single Plan for Student Achievement: <b>\$500 x 20 Single Plans for Student Achievement</b>	\$10,000
	2015 Spanish School Safety Plan: <b>\$400 x 20 School Safety Plans</b>	\$8,000
	2015 Spanish School Accountability Report Card: \$150 x 20 School Accountability Report Cards	\$3,000
	2015 Spanish Local Educaton Agency Plan: <b>\$500 x 1 Local Educaton Agency Plan</b>	\$500
	Total Balance Due:	\$26,619

#### Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director Document Tracking Services 10225 Barnes Canyon Road, Suite A200 San Diego, CA 92121 858-784-0967 - Phone 858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

# **BOARD AGENDA ITEM**

Name of Contributor: Dr. Nancy Carroll		Date of Meeting:	2/4/15
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION D: ACTION SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES	  1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading	

# Approval of Agreement #14-188 – Museum of Ventura County Agriculture Museum (Carroll)

The Museum of Ventura County Agriculture Museum will provide educational, enriching classroom and museum experiences for children that enhance their understanding of Ventura County's agriculture heritage and achieve grade level standards for science, math and nutrition. Teachers will be supported in their effort to provide hands-on learning experiences that improve students' math, science and nutrition skills.

## FISCAL IMPACT:

No charge to the Oxnard School District.

#### **RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-188 with Museum of Ventura County Agriculture Museum.

# ADDITIONAL MATERIAL(S):

Attached: Agreement #14-188, Museum of Ventura County Agriculture Museum (3 Pages)

# OSD Agreement #14-188

# **Partnership Letter**

Between the Museum of Ventura County Agriculture Museum and the Oxnard School District

## For Application to the Monsanto Fund

This Partnership Letter continues the *collaborative partnership* between the *Museum of Ventura County Agriculture Museum* and *the Oxnard School District*. The *Museum of Ventura County Agriculture Museum* and *the Oxnard School District* are committed to providing educational, enriching classroom and museum experiences for children that enhance their understanding of Ventura County's agriculture heritage and achieve grade level standards for science, math, and nutrition. *The Museum of Ventura County Agriculture Museum* and *The Oxnard School District* will work together to continue to implement the **Youth Education for Agriculture (YEA!)** program in 2015/2016.

## **Shared Commitment to an Educational Mission**

The Agriculture Museum and the Oxnard School District have a shared commitment to furthering the educational goals of local children and youth. The Museum of Ventura County is an independent nonprofit 501(c)(3) organization dedicated to celebrating, preserving, and interpreting the art, history, and culture of Ventura County. The Agriculture Museum is a satellite facility of the Museum of Ventura County, located in Santa Paula and dedicated to showcasing the past, present, and future of the agricultural industry in Ventura County. The museum shares the Oxnard School District's commitment to the district's mission: guaranteeing that each student is academically competitive and inspired to perseverant hope. Together, the Parties enter into this Partnership Agreement to mutually promote and provide the Youth Education for Agriculture (YEA!) program. Accordingly, the Museum of Ventura County Agriculture Museum and the Oxnard School District, operating under this Partnership Agreement agree as follows:

# I. PURPOSE AND SCOPE

The *Museum of Ventura County Agriculture Museum* administration and the Agriculture Museum Education Coordinator will work closely with the *Oxnard School District* to implement the *Youth Education for Agriculture (YEA!)* program. *The Museum of Ventura County Agriculture Museum and the Oxnard School District* are forming a partnership to further their collective missions and achieve the following outcomes for children attending *Oxnard School District* schools in grades kindergarten through 5:

- Students will benefit from enhanced classroom learning and expand their knowledge of math, science, and nutrition standards.
- Teachers will be supported in their effort to provide hands-on learning experiences that improve students' math, science, and nutrition skills.
- The program will serve 1,500 students and their teachers annually.

# II. **RESPONSIBILITIES**

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out the Agreement. The initial appointees of each organization are:

Sue Chadwick Interim Executive Director Museum of Ventura County (805) 653 – 0323 (Ext. 308) mfreedman@venturamusuem.org

Dr. Cesar Morales Superintendent Oxnard School District (805) 385-1501 (Ext. 2032) drcmorales@oxnardsd.org

The organizations agree to the following tasks for this Partnership Agreement:

- The Museum of Ventura County Agriculture Museum will provide the Agriculture Museum Education Coordinator who will continue to develop and implement the **Youth Education for Agriculture (YEA!)** program. This program will provide students and teachers with a standards-based curriculum that builds math, science, and nutrition skills for 1,500 elementary school children annually. The Agriculture Museum Education Coordinator will provide lessons in students' classrooms, as well as a hands-on educational Agriculture Museum tour that utilizes Ventura County's agricultural heritage to make science, math, and nutrition relevant and interesting. Classroom presentations and lessons will be provided in Oxnard School District classrooms in Oxnard, CA. The tours will be offered at the Agriculture Museum, which is located in Santa Paula, CA. The Museum of Ventura County will reimburse Oxnard School District for transportation fees for students who visit the Agriculture Museum, in an amount that is not to exceed \$200 per class.
- The Oxnard School District will work collaboratively with the Agriculture Museum to implement the program. It will grant access to teachers and students in participating classrooms as appropriate to market the program and provide classroom services. The Oxnard School District will also assist in program outreach by disseminating program information via electronic and print avenues, as appropriate.

## III. TERMS OF UNDERSTANDING

The term of this Partnership Agreement is for the period extending from July 1, 2015 through June 30, 2016, and may be extended upon written mutual agreement. Either organization may terminate the partnership at any time without penalties or liabilities.

By singing this Partnership Agreement the Museum of Ventura County Agriculture Museum and the Oxnard School District agree that the proposed project is aligned with the strategic goals of the school district, and that the school district is familiar with the staff and organization proposing the partnership.

#### Authorization:

The signing of this Partnership Agreement is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objective stated.

On behalf of the organization I represent, I wish to sign this Partnership Agreement.

Lisa A. Franz Director, Purchasing Oxnard School District

Signature \_\_\_\_\_

Date \_\_\_\_\_

Sue Chadwick Interim Executive Director Museum of Ventura County

Signature \_\_\_\_\_

Date \_\_\_\_\_

# **BOARD AGENDA ITEM**

Name of Contributor: Dr. Nancy Carroll

Date	of	Meeting:	2/4/15
	•••	g.	_, ., . •

STUDY SESSION CLOSED SESSION		
SECTION B: HEARINGS		
SECTION C: CONSENT SECTION D: ACTION	<u> </u>	
SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES	1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading

# Approval of Agreement #14-190 – Estrellita (Carroll/Arellano)

Estrellita will provide Professional Development for our K-1 DLI teachers to support our students. The focus of the training will be on the five Building Blocks of Estrellita and will include the implementation, assessment and timeline of the Estrellita program. The training incorporates classroom techniques and provides tips on effective tools to illustrate each Building Block.

# FISCAL IMPACT:

Not to exceed \$2,600.00 - LCFF

# **RECOMMENDATION:**

It is the recommendation of the Director, English Learner Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-190 with Estrellita.

# ADDITIONAL MATERIALS:

Attached: Agreement/Proposal #14-190, Estrellita (2 Pages) Certificate of Insurance (2 Pages)



## I. Proposal Summary

# Estrellita Proposal for Oxnard School District

# Professional Development for K-1 Teachers and Support Staff

- K-1 In-Service Training
  - o Estrellita Building Blocks, Assessment, Progress Monitoring
- Teacher E-Portal
  - o Individual license for all participating teachers to the Estrellita Teacher E-Portal.

# II. Program Cost Detail

Estrellita Professional Development	Number of Participants	Number of Units	Total Cost
K-1 In-Service Training – Day 1	Up to 30	2	\$2,600
Teacher E-Portal License	Individual licenses included with PD	Per Teacher	\$0
Total PD Cost			\$2,600

# **III. Description of Proposed Program**

#### **Professional Development Program**

# K-1 Estrellita Building Blocks, Assessment and Progress Monitoring

 The focus of the first half of the day of training is on the five building blocks of Estrellita which include: Sonidos Iniciales, Sílabas, Palabras, Oraciones and Whole-to-Part-to-Whole (Cuentos). The training incorporates classroom techniques and provides tips on effective tools to illustrate each Building Block. This includes participant interaction, classroom techniques and modeling.

The focus of the second half of the day will be on the implementation, assessment and timeline of the Estrellita program. This training incorporates the assessment piece and the implementation Checklist (fidelity list). Participants will be taught how to administer the Placement Test and how to utilize the Estrellita progress monitoring tools.

6050 Greenwood Plaza Blvd Suite #120 Greenwood Village, CO 80111 • Phone: 303-779-2610 • FAX: 303-779-2640 E-mail: info@estrellita.com • http://www.estrellita.com



# Estrellita Teacher E-Portal

• The Teacher E-Portal site provides an additional resource for teachers, coaches, support staff and administrators. The portal is available through individual licenses and provides training videos to reinforce the lessons presented during the professional development and to ensure effective implementation and fidelity to the program. The E-Portal is provided free of charge in conjunction with any Professional Development and must be renewed on an annual basis.

## **Travel Details\***

• This may include hotel and transportation (airfare, car rental, taxi, etc) depending on location. The proposal includes an estimate, however, the final invoice amount will reflect the actual travel expenses. The sooner a PO is received, the lower the travel costs would be.

# **IV. Terms and Agreement**

#### **Payment Terms:**

Payment is due at implementation of professional development or shipment of materials, unless alternative terms agreed between parties.

#### Pricing:

Above prices are good for 45 days from date of proposal.

Purchase Order Number: \_\_\_\_\_

Signatures:

For Oxnard School District: Lisa A. Franz, Director, Purchasing

For Estrellita: /Angelica Rivas/



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A M CERTIFICATE DOES NOT AFFIRMATIV BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, A	'ELY RANC ND TH	or n E do He ce	EGATIVELY AMEND, EX DES NOT CONSTITUTE A ERTIFICATE HOLDER.	(TEND ( A CONT	OR ALTER T RACT BETW	HE COVERA EEN THE IS	N THE CERTIFICATE HOLDER GE AFFORDED BY THE POLIC SUING INSURER(S), AUTHOR	CIES ZED
IMPORTANT: If the certificate holder is the terms and conditions of the policy certificate holder in lieu of such endor	certa	ain po						
PRODUCER	Jeine			CONTAC	Sharon	Snider		
Avalue Insurance				PHONE	04.00	3-773-3332	FAX (A/C, No):	
6898 S University Blvd Ste 200				(A/C, No E-MAIL ADDRES	·, ⊑∧(j. · ∂	avalueinsura		
				ADDRES				NAIC #
Centennial			CO 80122	INSURE		ECURITY IN		24082
INSURED			00 00122	INSURE				24002
Estrellita Inc				INSURE				
6050 Greenwood Plaza Blvo	4			INSURE	-			
120	4							
Greenwood Village			CO 80111	INSURE				
•	TIEIC	ATE	NUMBER:	INSURE	KF:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES O INDICATED. NOTWITHSTANDING ANY REQ CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH P	F INSUUIREN RTAIN, POLICI	JRAN( IENT, THE I	CE LISTED BELOW HAVE B TERM OR CONDITION OF A NSURANCE AFFORDED BY	ANY CON 7 THE PC	ITRACT OR O LICIES DESCI DUCED BY PAI	NSURED NAME THER DOCUME RIBED HEREIN D CLAIMS.	ED ABOVE FOR THE POLICY PERI ENT WITH RESPECT TO WHICH TH I IS SUBJECT TO ALL THE TERMS	IIS
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If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	
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CERTIFICATE HOLDER				CANC	ELLATION			
Oxnard School District Attn: Cynthia Doane 1051 S. "A" St				THE ACC	EXPIRATION I	DATE THEREC	ESCRIBED POLICIES BE CANCEL F, NOTICE WILL BE DELIVERED I Y PROVISIONS.	
Oxnard			CA 93030	sh	aron Ka	lmes		
				-	0	1988-2014 4	CORD CORPORATION. All ri	ahts reserved

AGENCY CUSTOMER ID: \_\_\_\_\_\_

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### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
Avalue Insurance		Estrellita Inc	
POLICY NUMBER			
BKS55752216			
CARRIER	NAIC CODE		
OHIO SECURITY INS CO	24082	EFFECTIVE DATE:	09/30/2014

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

### Approval of Agreement #14-191 – California Lutheran University (Carroll/Arellano)

California Lutheran University will provide an institute that is a 2.5-hour training in "*A Developmental English Proficiency Test*" for Elm and Harrington Elementary Schools. The professional development training will be held at Harrington Elementary School on February 18, 2015 from 8:30am-11:00am.

### **FISCAL IMPACT:**

Not to exceed \$145.00 per participant - LCFF

### **RECOMMENDATION:**

It is the recommendation of the Director, English Learner Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-191 with California Lutheran University.

### **ADDITIONAL MATERIALS:**

Attached: Agreement/MOU #14-191, California Lutheran University (2 Pages)

### Memorandum of Understanding #14-191

### California Reading & Literature Project at California Lutheran University And Oxnard School District

This agreement is entered into between the California Reading & Literature Project at California Lutheran University and Oxnard School District.

Now therefore, the parties mutually agree to accomplish specific goals as follows:

### I. Project Work Plan

CRLP-CLU will provide an institute that is a 2.5-hour training in *A Developmental English Proficiency Test* for Elm and Harrington Elementary Schools.

The professional development training will be held at Harrington Elementary School, located at 2501 Gisler Ave, Oxnard, CA 93033. No cost allowance will be made for training facilities or equipment.

### II. Project Period

February 18, 2015 (8:30am-11:00am)

### III. <u>Personnel and other Expenses</u>

### **CRLP-CLU** to provide:

- One presenter
- Clerical staff time
- Copying costs and supplies
- ADEPT Teacher's Handbooks
- Evaluation forms

### Harrington Elementary School to provide:

- Site for training
- LCD projector, Laptop Computer, speakers
- Table supplies: highlighters, post-it pads, pencils, pens, etc

### IV. Cost of Services and Payment

Cost of Services is \$145.00 per participant. CRLP-CLU will directly invoice Oxnard School District after the completion of the training.

Checks may be payable to: California Lutheran University/CRLP Attn: Lydia Chung 60 W. Olsen Road # 4100 Thousand Oaks, CA 91360

### V. General Terms and Conditions

Participants may be added until three weeks prior to the training session. Additional participants may be added less than 3 weeks prior to training if there are sufficient materials available for them. Liability for any injuries or accidents that may occur during this training will be the responsibility of the district where this training takes place. If less than 25 participants are registered, CRLP will be unable to provide the training.

Oxnard School District will be additionally insured.

### VI. Project Management

The parties responsible for review and approval of activities supported by this agreement are named below:

**Tom Marsh** Controller California Lutheran University 60 West Olsen Road, #1290 Thousand Oaks, CA 91360-2700 (805) 493-3181 Dr. Jairo Arellano Director, English Learner Services Oxnard School District 1051 South A Street Oxnard, CA 93030 (805)385-1501 x2351

### **Dr. Robert Fraisse**

Interim Dean, Graduate School of Education California Lutheran University 60 West Olsen Road, #4100 Thousand Oaks, CA 91360 (805) 493-3422

Questions about this training may be directed to the following parties:

### Nancy Myers

Director, California Reading and Literature Project California Lutheran University 60 West Olsen Road, #4100 Thousand Oaks, CA 91360-2700 (805) 493-3599

### Lydia Chung

Administrative Assistant, California Reading and Literature Project California Lutheran University 60 West Olsen Road, #4100 Thousand Oaks, CA 91360-2700 (805) 493-3705

**In Witness whereof,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By: \_\_\_\_\_ Name: Tom Marsh By: \_\_\_\_\_\_ Name: Lisa A. Franz, Director, Purchasing

Date:

Date:

By: \_\_\_\_\_\_ Name: **Dr. Robert Fraisse** 

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

Name of Contributor: Dr. Nancy Carroll		Date of Meeting:	2/4/15
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION D: ACTION SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES	  1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading	_

### Approval of Agreement #14-192 – Collaboration for Success (Carroll/Phipps)

Collaboration for Success will provide training to site and District Administrators on Special Education compliance in documentation and IEP note-taking. Training to be held on April 9, 2015.

### FISCAL IMPACT:

Not to exceed \$1,000.00 – Special Education Funds

### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-192 with Collaboration for Success.

### ADDITIONAL MATERIAL(S):

Attached: Agreement #14-192, Collaboration for Success (13 Pages) Proposal (1 Page) Certificate of Insurance (4 Pages)

### **OXNARD SCHOOL DISTRICT**

### Agreement #14-192

### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 4th day of January, 2015 by and between the Oxnard School District ("District") and Collaboration for Success ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### **RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on <u>Exhibit A</u>, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

### **OPERATIVE PROVISIONS**

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:

1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from **January 5, 2015** through **April 10, 2015** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in <u>Exhibit A</u> shall be completed during the Term pursuant to the schedule specified <u>Exhibit A</u>. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in <u>Exhibit B</u> "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed One Thousand Dollars (\$1,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination**. This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance**. District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District**. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor**. Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance**. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information**. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [\_\_\_\_] does [X] does not qualify as a "designated employee".

\_\_\_\_ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

15. **Compliance with Applicable Laws**. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

\_\_\_\_\_ (Initials)

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

17. **Non-Discrimination**. Consultant 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.

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

19. **Subcontracting**. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant'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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

### 21. Indemnification.

a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and./or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

(Initials)

b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance**. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in <u>Exhibit C</u> "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District:	Oxnard School District 1051 South A Street Oxnard, California, 93030 Attention: Marikaye Phipps Phone: (805) 385.1501 x2161 Fax: (805) 487.9648
To Consultant:	Collaboration for Success 5967 E. Marlies Ave. Simi Valley, CA 93063 Attention: Mary Schillinger Phone: Fax:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays**. Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute**. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration**. **MARIKAYE PHIPPS** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed <u>Exhibit D</u> "Conflict of Interest Check" attached hereto.

27. **Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **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.

29. **Amendment**. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

### **OXNARD SCHOOL DISTRICT:**

### **COLLABORATION FOR SUCCESS:**

Signature

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

Typed Name/Title

Signature

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number:

Not Project RelatedProject #14-192

### **EXHIBIT A** TO AGREEMENT FOR CONSULTANT SERVICES #14-192

### SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

### \*PER ATTACHED PROPOSAL

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

### \*PER ATTACHED PROPOSAL

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
В.	
С.	
D.	

V. Consultant will utilize the following personnel to accomplish the Services:

- ☑ None.
- $\Box$  See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- ☑ None.
- $\Box$  See attached list.

### VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

Not Project RelatedProject #14-192

### **EXHIBIT B** TO AGREEMENT FOR CONSULTANT SERVICES #14-192

### COMPENSATION

### I. Consultant shall use the following rates of pay in the performance of the Services:

### \*\*TOTAL FEE NOT TO EXCEED \$1,000.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed  $\frac{N/A}{P}$  per hour without written authorization from the District Superintendent or his designee.

**III.** The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

## IV. The total compensation for the Services shall not exceed \$1,000.00, as provided in Section 4 of this Agreement.

### **EXHIBIT C** TO AGREEMENT FOR CONSULTANT SERVICES #14-192

### **INSURANCE**

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

A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:

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

- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  - 1. owned, non-owned and hired vehicles;
  - 2. blanket contractual;
  - 3. broad form property damage;
  - 4. products/completed operations; and
  - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, \$1,000,000 Nurses, Therapists

Architects \$1,000,000 or \$2,000,000

Physicians and Medical Corporations \$5,000,000

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

II. <u>Other Provisions</u>. Insurance policies required by this Agreement shall contain the following provisions:

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

### B. <u>General Liability, Automobile Liability, and Abuse/Molestation Coverages</u>.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and <u>Abuse/Molestation</u>. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

### **EXHIBIT D** TO AGREEMENT FOR CONSULTANT SERVICES #14-192

### **CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached [] constitute

[X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code.

Therefore, the Consultant, <u>COLLABORATION FOR SUCCESS</u>, who will provide Services under the Agreement, [] is [X] is not subject to disclosure obligations.

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

By:

Lisa A. Franz Director, Purchasing

### CONSULTANT SERVICES PROPOSAL

TO: Oxnard School District, Pupil Services Dept.

FROM: Mary Schillinger

DATE: December 4, 2014

# RE: Workshop Proposal Compliant Documentation and IEP Notetaking for School Administrators

Scope of Services:

1.5 hour workshop on special education compliance in documentation and IEP notetaking.

**Consultant Cost:** \$1,000 Total, includes prep, travel, and presentation. Handouts to be printed by school district.

**Length of contract:** Services will be provided during the 2014-2015 school year starting April 9, 2015.

NUTMEG INSURANCE AGENCY INC/PHS PO BOX 29611 CHARLOTTE NC 28229

> MARY SCHILLINGER DBA COLLABORATION FOR SUCCESS LLC 5967 E MARLIES AVE SIMI VALLEY CA 93063

	CA	TE OF LIAB	ILITY INSU	JRANCE	TRL R045	DATE (MM/DD/YYYY) 12/8/2014
THIS CERTIFICATEIS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, A	LY OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND OR ALTER E A CONTRACT BE	THE COVERAG	E AFFORDED BY THE	DER. THIS POLICIES
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PRODUCER		X-7	CONTACT NAME:			
NUTMEG INSURANCE AGENCY	INC/	/PHS	PHONE	467-8730	FAX (A/C, No): (88	8) 443-6112
025657 P:(866) 467-8730	F•(	888) 443-6112				•
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SUCCESS LLC			INSURER D :			
5967 E MARLIES AVE			INSURER E :			
SIMI VALLEY CA 93063			INSURER F :			
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THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY TERMS, EXCLUSIONS AND CONDITIONS OF S	QUIREN PERT	MENT, TERM OR CONDITI TAIN, THE INSURANCE	ON OF ANY CONTRA AFFORDED BY THE	CT OR OTHER D POLICIES DESC	OCUMENT WITH RESPEC	T TO WHICH THIS
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OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE- EA EMPLOYEE	Ş
If yes, describe under					E.L. DISEASE - POLICY LIMIT	\$
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Attn: Juana Gutierrez			AUTHORIZED REPRESE			
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NUTMEG INSURANCE AGENCY INC/PHS PO BOX 29611 CHARLOTTE NC 28229

> Oxnard School District Attn: Juana Gutierrez 1051 S A ST OXNARD CA 93030

	CA	TE OF LIAB	ILITY INSU	JRANCE	TRL R045	DATE (MM/DD/YYYY) 12/8/2014
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NUTMEG INSURANCE AGENCY	INC/	/PHS	PHONE	467-8730	FAX (A/C, No): (88	8) 443-6112
025657 P:(866) 467-8730	F•(	888) 443-6112				•
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SUCCESS LLC			INSURER D :			
5967 E MARLIES AVE			INSURER E :			
SIMI VALLEY CA 93063			INSURER F :			
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AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <b>Y/N</b>					E.L. EACH ACCIDENT	Ş
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE- EA EMPLOYEE	Ş
If yes, describe under					E.L. DISEASE - POLICY LIMIT	\$
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Name of Contributor(s):	Lisa Cline	Ι	Pate of Meeting: 2/4/15	, )
STUDY SESSION CLOSED SESSION SECTION B. HEARINGS SECTION C. CONSENT SECTION D. ACTION SECTION E. REPORTS/DI SECTION F. BOARD POLI		  1 <sup>st</sup> Reading	_ 2 <sup>nd</sup> Reading	

**Resolution #14-25, Authorizing Cooperative Purchasing with Educational Service District 112 and participation in DigitalEdge Contracts (Cline/Franz)** 

Board approval and adoption of Resolution #14-25 is requested to enable continuing participation in the Educational Service District 112 Cooperative Purchasing Program, and in DigitalEdge contracts pursuant to Public Contract Code §10298(b), AB 1727, and AB 1684 for the purchase of supplies, equipment, materials, information technology, and services. Examples of products and services available are:

- \* Computers: Hardware, software, technical services
- \* Capital Outlay: Buses, vehicles, portable buildings, cabinets, furniture
- \* Inventory Items: Office equipment, paper products, printing supplies

Resolution #14-25 also authorizes the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing to sign and deliver all requests and documents in connection with the State programs above on behalf of the District. Purchases utilizing both programs are permitted to exceed the bidding limit for material, equipment, and supplies set forth in Public Contract Code §20111, which as of January 1, 2015 is \$86,000.

FISCAL IMPACT: Any fees incurred will be charged to end user's budget.

### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve and adopt Resolution #14-25, authorizing Cooperative Purchasing with the Educational Service District 112 Cooperative Purchasing Program, and Participation in the DigitalEdge Contracts, for the purchase of Educational Technology, Audio-Visual Equipment, and related solutions.

### **ADDITIONAL MATERIALS:**

Attached: Resolution #14-25 (1 Page)

### **OXNARD SCHOOL DISTRICT**

### Resolution #14-25 Authorizing Cooperative Purchasing with Educational Service District 112, and Participation in DigitalEdge Contracts

WHEREAS, the Educational Service District 112 is authorized by the State of California to conduct a Cooperative Purchasing Program for the purchase of materials, supplies and equipment for and on behalf of local public agencies, upon written request of such local agency; and

WHEREAS, the Educational Service District 112 has also established the DigitalEdge Contracts program for procurement by local agencies of information technology and commodity products and services;

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Oxnard School District does hereby authorize the Educational Service District 112, to purchase materials, supplies, and equipment for and on behalf of the Oxnard School District pursuant to Public Contract Code §10324; and authorizes participation in the DigitalEdge Contracts program pursuant to AB 1727; and that the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing are hereby authorized and directed to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Oxnard School District.

ADOPTED, SIGNED, and APPROVED this 4th day of February 2015.

BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT:

By \_\_\_\_\_ President ATTEST:

Clerk of the Board of Trustees

STATE OF CALIFORNIA ) )ss. COUNTY OF VENTURA )

I, \_\_\_\_\_\_, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 4th day of February 2015, and that it was so adopted by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

By\_

Clerk of the Board of Trustees of the Oxnard School District

### **Board Agenda Item**

NAME OF CONTRIBU	TOR:	Jorge B. Gutierrez	DATE OF MEETING: February 4, 2015
Study Session Closed Session A. Preliminary B. Hearing C. Consent Agenda D. Action Items E. Reports/Discussio F. Board Policies 1st			ng

TITLE: Request to Waiver Fees for Use of Facilities Permit – Alpha Kappa Alpha Sorority, Inc. (Gutierrez)

Ms. Mitzi Ivey from Alpha Kappa Alpha Sorority Inc is requesting a waiver of Civic Center fees for the use of Thurgood Marshall Elementary School's Multipurpose room to hold the annual African American Speech Exposition on Saturday, February 28, 2015. Students will present informative speeches about the major contributions and accomplishments of African Americans to the United States and the World.

According to Board Policy 1330BP "Individuals, organizations or group may petition to the Board of Trustees for waiver of fees for special circumstances."

### **FISCAL IMPACT**

None

### **RECOMMENDATION:**

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve the waiver of fees for the Alpha Kappa Alpha Sorority, Inc.

### **ADDITIONAL MATERIALS:**

1. Copy of letter requesting said waiver



Alpha Kappa Alpha Sorority, Inc.® Xi Kappa Omega Chapter

> P.O. Box 7732, Oxnard, CA 93031 Phn: (805) 822-8360 E-mail:mitziaka@yahoo.com

January 15, 2015

Mr. Gutierrez Director of Facilities Oxnard School District 1055 South C Street Oxnard, CA 93030

Dear Mr. Gutierrez,

This is a request for a waiver for the use of the Thurgood Marshall School Cafeteria/Auditorium for the 2015 African American Speech Exposition to be held on Saturday, February 28, 2015 (with set up the evening prior on February 27<sup>th</sup>). The Oxnard School District has so graciously been a supportive partner with the Xi Kappa Omega Chapter of Alpha Kappa Alpha Sorority, Inc.® (AKA) in hosting this event since its inception in 1982.

This is an educational opportunity for 5<sup>th</sup> and 6<sup>th</sup> grade students of all ethnicities to learn about the contributions of African Americans and people of African descent to this country and the world. In addition to learning about historical facts, participating students will enhance their research, writing and oratory skills through healthy competition.

The Speech Exposition is also an opportunity for the community to be entertained and enlightened by the positive images and informative speeches of our youth. The winner of this competition will have the honor of delivering that same speech at the 2016 Martin Luther King, Jr. program in Oxnard, CA.

Mr. Gutierrez, the Women of AKA humbly ask that you help us continue this proud partnership with the Oxnard School District, and waive the fees for use of the Thurgood Marshall facility for the Speech Exposition. Your consideration of this request is sincerely appreciated.

Best Regards,

Mitzi Ivey

Mitzi Ivey Committee Chair African American Speech Exposition Xi Kappa Omega Chapter

### **Board Agenda Item**

NAME OF CONTRIBU	TOR:	Jorge B. Gutierrez	DATE OF MEETING: February 4, 2015
Study Session Closed Session A. Preliminary B. Hearing C. Consent Agenda D. Action Items E. Reports/Discussion F. Board Policies 1st		· · · · · · · · · · · · · · · · · · ·	ding

TITLE: Request to Waiver Fees for Use of Facilities Permit – Bethel A.M.E. Church; Youth Mentoring Program (Gutierrez)

Reverend Robert L. Cox, Pastor from the Bethel A.M.E. Church is requesting a waiver of Civic Center fees for the use of Soria Elementary School's multipurpose room to hold its Sixth Annual "Come Fly with Me" mentoring program for young males.

According to Board Policy 1330BP, individuals, organizations or group may petition to the Board of Trustees for waiver of fees for special circumstances.

### **FISCAL IMPACT**

None

### **RECOMMENDATION:**

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve the waiver of fees for the Bethel A.M.E. Church's Mentoring Program.

### **ADDITIONAL MATERIALS:**

I. Copy of letter requesting said waiver



Bethel African Methodist Episcopal Church

855 South "F" Street/P.O. Box 1962, Oxnard, CA 93032-1962 Office: (805) 486-6477; Fax: (805) 385-3216 Rev. Robert L. Cox, Pastor

January 22, 2015

Dr. Cesar Morales, Superintendent **Oxnard School District** 1051 South A Street Oxnard, CA 93030

Dear Dr. Morales,

We would like to request a waiver of civic center fees for our one day use of Juan Soria School Multipurpose Room as part of our church outreach and mentoring program for young males.

Bethel A.M.E. Church is a non-profit organization that has been in the city of Oxnard for over sixty years. This is our Sixth Annual "Come Fly With Me" mentoring program for youth 9-18 years. The activity will be held on Saturday, February 7, 2015 between the hours of 10:00 a.m. until 4:00 p.m.

Thank you for your consideration in helping us to see to the needs of our young males.

In His Service,

Reverend Robert L. Cox, Pastor

Name of Contributor(s): Lisa Cline	Date of Meeting: 2/4/15
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION D: ACTION	 X
SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading

# Participation per Public Contract Code §20118 – Oxnard School District for the Purchase of Refurbished Computer Equipment (Cline/Franz)

Pursuant to Public Contract Code §20118, school districts may participate in outside purchasing agreements. Board permission is requested to participate in the Anaheim City School District Bid #11/12-04 for the purchase of Refurbished Computer Equipment. Said bid allows participation by other Governmental and Educational Entities for the purchase of Classroom and Office Furniture.

### FISCAL IMPACT:

Any fees incurred will be charged to the end user's budget.

### **RECOMMENDATION:**

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve participation with the Anaheim City School District Bid #11/12-04 for the purchase of Refurbished Computer Equipment, for the performance term of the Anaheim City School District's agreement.

### ADDITIONAL MATERIAL(S):

Attached: None

Name of Contributor(s): Lisa Cline	Date of Meeting: 2/4/15
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION D: ACTION SECTION E: REPORTS/DISCUSSION	 
SECTION F: BOARD POLICIES	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading

# Participation per Public Contract Code §20118 – Oxnard School District for the Purchase of Multi-Function Devices & Related Services (Cline/Franz)

Pursuant to Public Contract Code §20118, school districts may participate in outside purchasing agreements. Board permission is requested to participate in the County of Fairfax, Virginia Bid #2000000264 for the purchase of Multi-Function Devices & Related Services. Said bid allows participation by other Governmental and Educational Entities for the purchase of Multi-Function Devices & Related Services.

### **FISCAL IMPACT:**

Any fees incurred will be charged to the end user's budget.

### **RECOMMENDATION:**

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve participation with the County of Fairfax, Virginia Bid #2000000264 for the purchase of Multi-Function Devices & Related Services for the performance term of the County of Fairfax, Virginia agreement.

### ADDITIONAL MATERIAL(S):

Attached: None

Date of Meeting:	2/04/2015
   1 <sup>st</sup> Reading 2 <sup>nd</sup> R	eading

### Purchase Order/Draft Payment Report #14-06(Cline/Franz)

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

- 1. A listing of Purchase orders issued 11/26/2014 through 1/20/2015 for the 2014-2015 school year, in the amount of \$1,216,989.30.
- 2. No listing of Draft Payments issued 11/26/2014 through 1/20/2015 for the 2014-2015 school year.

### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #14-06 as submitted.

### ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #14-06 (12 Pages)

### Includes Purchase Orders dated 11/26/2014 - 01/20/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Orc Amou
CNP15-00077	Gold Star Foods	CNS	4700 food	251.0
CNP15-00083	Gold Star Foods	CNS	4700 Food	305.2
15-01212	Courtyard Fairfield Napa Valle y	ASSESS ACCOUN	travel/conference	336.9
915-01369	Developmental Studies Center	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	928.0
15-01807	Crestline Company Inc	MCKINNA	Materials & Supplies, Instructional	210.0
15-01858	Walmart	ELM	Material/Supplies-Instructional Spec ed Mrs Jue	93.
15-01947	Walmart	RAMONA	Mat/Sup - Instruction (LCFF)	131.
15-01961	Party City	RAMONA	Mat/Sup - Instruction (LCFF - Austin)	79.
15-01972	Staples Direct	MCAULIFFE	MATL/SUPL-Instruction	442.
15-02052	Peoples Education, Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	135.
15-02075	BSN Sports	WAREHOUSE	Stores Supplies	339.
15-02077	School Health Corporation	WAREHOUSE	Stores Supplies	366.
15-02083	CalSPRA	SUPERINTENDEN <sup>®</sup>	MEMB	91.
15-02085	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	324.
15-02087	MARRIOTT INTERNATIONAL, INC JW MARRIOTT HTL SAN FRANCISCO	SUPERINTENDEN <sup>-</sup>	CONF	846.
15-02088	PARMA C/O LEANNE DALY,CITY OF OXNARD	RISK MGMT	Travel and Conf.	25
15-02089	CABE	SUPERINTENDEN <sup>-</sup>	CONF	590
15-02090	Walmart	RISK MGMT	Materials & Supplies	91
15-02091	Grainger Inc	RISK MGMT	Materials & Supplies	834
15-02092	Montgomery Hardware Company	FREMONT	MAT/SUP - SCHOOL OFFICE	736
15-02094	Southwest Airlines	SUPERINTENDEN <sup>-</sup>	Travel/Conference	155
15-02095	Howard Klein Snap-on Tools	TRANSPORTATIO	SUPPLIES	586
15-02096	Fence Factory	FACILITIES	Matl/Sup	378
15-02098	HOLIDAY INN SAN FRANCISCO CIVI C CENTER	ED SERVICES	CONF	209
15-02099	Natl Science Teachers Assn	LEMONWOOD	CONF (INSTRUCTIONAL)	305
15-02100	Starfall Publications	CHAVEZ	SERV - Instruction	270
15-02101	Superior Sanitary Supplies	LEMONWOOD	Materials and Supplies - Instruction	21
15-02102	Office Depot Bus Ser Div	NFL	Mat/Sup	157
15-02103	Ventura Co Office Of Education	ASSESS ACCOUN	CONF	300
15-02104	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPP-Instructional	491
15-02105	Night Hawks Custom Screen	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	45
15-02106	John Tracy Clinic	PUPIL SERVICES	MATL/SUP	55
15-02107	Scholastic Inc	SIERRA LINDA	matl/sup - Instructional	123
15-02108	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUP - INSTRUCTION	227
15-02109	Town And Country Resort &	ENGLISH LEARNE		161.
15-02110	COMPUWAVE	MCAULIFFE	SUPL/MATL-Instructional	585.
15-02111	Educational Data Systems Inc	ENGLISH LEARNE		78.
915-02116	Tri-County GATE Council ATTN: Maryanna Gray	ED SERVICES	Membership Fees	250.
15-02122	Oriental Trading Co Inc	RAMONA	Mat/Sup - Instruction (LCFF)	24.
215-02126	Jostens, Inc	SORIA	SUPL/MATL - Instructional	460.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and	ESCAPE	ONLINE
authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved		Page 1 of 7
and that payment be authorized upon delivery and acceptance of the items ordered.		r uge r or r

#### Includes Purchase Orders dated 11/26/2014 - 01/20/2015 \*\*\* PO Order Number Vendor Name Loc Description Amount P15-02128 Office Depot Bus Ser Div SIERRA LINDA matl/sup - office 169.64 CONF/TRAVEL P15-02131 CUE. INC IT 810.00 P15-02132 AUTODATA SYSTEMS IT Other Services 575.00 P15-02133 Guitar Center HAYDOCK MATL/SUPPL-INSTRUCTIONAL 513.55 P15-02136 WAREHOUSE Grainger Inc Stores Supplies 311.91 Office Depot Bus Ser Div Materials & Supplies-Instruction 150.00 P15-02139 MCKINNA MEMB-INSTRUCTIONAL P15-02142 CALIF MUSIC EDUCATORS HAYDOCK 85.00 ASSOC. LEMONWOOD CONF P15-02143 **CREATIVE SMARTS INC** 395.00 P15-02144 Cummins Allison Corp CNS other 240.28 P15-02145 FREMONT **REPAIR - Instruction** 115.00 Express Business Machines ED SERVICES P15-02147 J&G&BWS, LLC BRUCE'S MATL 511.92 WOODSHOP P15-02148 WAREHOUSE Repairs Sprinkle Tire, Inc 48.39 P15-02149 Lamination Plus supplies 220.18 CNS P15-02152 Aswell Trophy And Engraving ENGLISH LEARNE materials 43.20 NATIONAL BRAILLE PRESS INC MATL/SUP P15-02155 PUPIL SERVICES 119.31 P15-02156 AMTRAK ENGLISH LEARNE travel and COnference 240.00 P15-02157 Target MARINA MATL/SUP-Instructional 162.34 P15-02158 Amazon Com RITCHEN MATL/SUP-Instructional 485.68 P15-02159 Amazon Com RAMONA MAT/SUP - Instruction 28.84 Concepts School & Office Furn P15-02160 BUDGET Supplies 259.05 P15-02161 Amazon Com FREMONT MAT/SUPPLIES - INTRUCTIONAL 276.96 P15-02162 Apple Computer Inc FREMONT MAT/SUP - INSTRUCTION 647.46 P15-02163 HARRINGTON 63.72 materials & supplies - instructional ADVANCED CLASSROOM **TECHNOLOGIE S, INC** SUPERINTENDEN<sup>®</sup> Conference/Travel P15-02164 846.70 MARRIOTT INTERNATIONAL, INC JW MARRIOTT HTL SAN FRANCISCO SUPERINTENDEN<sup>®</sup> Conference/Travel P15-02165 Southwest Airlines 155.20 P15-02172 Sehi Computer Products Inc DRIFFILL MATL/SUPP-INSTRUCTIONAL 134.52 P15-02174 Div Of The State Architect FACILITIES SVCS 500.00 P15-02175 CDW G IT MATL/SUP 770.59 P15-02176 Hilton Long Beach TRANSPORTATION TRAVEL 686.97 P15-02184 **Pioneer Chemical Co** WAREHOUSE Stores Supplies 688.61 P15-02187 Llline WAREHOUSE 369.53 Stores Supplies P15-02189 Target ROSE 189.57 MATERIALS & SUPPLIES -INSTRUCTION Ultimate Office Inc P15-02190 ROSE 263.06 MATERIALS & SUPPLIES -**ADMINISTRATION** P15-02191 Office Depot Bus Ser Div ERC Office Supplies 289.71 ERC P15-02192 Sehi Computer Products Inc Office supplies 539.47 Marie Callender's P15-02197 MARSHALL Mat/Sup/Instructional-SIP Day 263.33 **S & R MUSIC ENTERPRISES** HAYDOCK MATLS/SUPPL-INSTRUCTIONAL P15-02199 108.52 P15-02200 Learning Sciences Intl LLC HAYDOCK MATLS/SUPPL-SCHOOL OFFICE 70.68 Southwest School & Office Sup P15-02202 WAREHOUSE Stores Supplies 362.74 **TECHSMITH CORPORATION** P15-02203 IT SERV 89.50 P15-02204 ROSE Therapro Inc MATERIALS & SUPPLIES -54.00 INSTRUCTION P15-02205 Ventura Co Office Of Education ELM Conference/Travel - Instruction 75.00

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### Includes Purchase Orders dated 11/26/2014 - 01/20/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Orde Amou
P15-02206	BUILDING BLOCK ENT INC	ELM	SERV - Instruction	795.0
P15-02208	CDW G	HARRINGTON	materials & supplies - instructional	103.6
P15-02212	Walmart	ASSESS ACCOUN	MATL/SUP	200.0
P15-02214	Walmart	ASSESS ACCOUN	MATL/SUP	100.0
P15-02216	Walmart	ASSESS ACCOUN	MATL/SUP	100.0
P15-02217	Aswell Trophy And Engraving	LEMONWOOD	MATL/SUP- (ADMIN)	8.6
P15-02219	School Specialty Inc	CHAVEZ	MATL/SUPP - instruction	219.4
P15-02221	Ventura Co Office Of Education	RAMONA	CONF - Instruction (Counselor)	90.0
P15-02222	Dell Direct Sales Lp	HARRINGTON	materials & supplies - instructional	76.9
P15-02223	Ventura Co Office Of Education	FREMONT	TRAVEL/CONFERENCES - INSTRUCTION	275.0
P15-02226	Oriental Trading Co Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	21.3
215-02227	Nasco Modesto	FREMONT	MAT/SUPP - INSTRUCTIONAL	164.5
215-02228	Quill Corp	RAMONA	Mat/Supl - Instruction	291.3
15-02230	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUPL-Instructional (Duarte)	100.0
15-02233	Anderson's	MARINA	Materials and Supplies/Instructional	370.0
15-02234	Concepts School & Office Furn	PUPIL SERVICES	MATL/SUP	401.6
15-02235	Ventura Co Office Of Education	FREMONT	CONFERENCE - INSTRUCTIONAL	50.0
15-02236	Lakeshore Learning Materials-V	MCAULIFFE	MAT'L/SUPL-Instructional (Franco)	298.9
15-02238	Scholastic Inc	RAMONA	Mat/Sup - Instruction	187.9
15-02239	Starfall Publications	KAMALA	Materials & Supplies-Instructional	270.0
15-02240	Marie Callender's	ENGLISH LEARNE		293.8
15-02241	Staples Direct	ASES	matl/sup	500.0
15-02242	Gill Athletics, Inc	KAMALA	Materials & Supplies-Instructional	185.8
15-02242	Southwest School & Office Sup	ENGLISH LEARNE		802.0
15-02245	Office Depot Bus Ser Div	RAMONA	Mat/Sup - Admin	247.4
15-02246	Apple Computer Inc	ENGLISH LEARNE		412.3
15-02240	Oriental Trading Co Inc	RAMONA	Matl/Sup - Instruction	212.0
15-02247	Zoobooks Wildlife Education	ROSE	MATERIALS & SUP - INSTRUCTION	155.4
15-02248	Walmart	ASSESS ACCOUN		100.0
15-02251	Southwest Airlines	BUSINESS		547.8
15-02252		FREMONT	MAT/SUPP - INSTRUCTIONAL	150.0
15-02253	Aswell Trophy And Engraving	MCAULIFFE	MAT'L/SUPL-Instructional	254.0
15-02254	Urbane Cafe	ENGLISH LEARNE		226.8
15-02256	CABE	ENGLISH LEARNE	•	60.0
15-02260	Character Counts!	RAMONA	Mat/Sup - Instruction (Counselor)	269.0
15-02262	California Science Center	ROSE	PROFESSIONAL/CONSULTING - INSTRUCTION	25.0
15-02264	SBCEO		travel & Conference	855.0
15-02268	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	461.0
15-02270	Concepts School & Office Furn	MARSHALL	MATL/SUP (ROOM #604)	813.4
15-02271	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	64.
15-02272	Lakeshore Learning Materials-V	CHAVEZ	MATL/SUPP-INSTRUCTIONAL (CAHUE)	140.0
15-02275	Sacramento Cvb - Cash Housing	FACILITIES	CONF	656.0
15-02276	Barnes And Noble	FREMONT	BKS- INSTRUCTION	216.
15-02279	Ventura Co Office Of Education	BREKKE	Conference / Travel - Instructional	150.
15-02280	TEACHER INNOVATIONS, INC	DRIFFILL	MATLS/SUPP-Instructional	410.4
15-02281	CAAASA	SUPERINTENDEN <sup>-</sup>	MEM	100.0
15-02282	Oriental Trading Co Inc	MCKINNA	Materials & Supplies-Instructional	49.

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### Includes Purchase Orders dated 11/26/2014 - 01/20/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Orde Amour
P15-02283	SAFE & CIVIL SCHOOLS	RAMONA	Mat/Supl - Instruction (7g)	320.7
P15-02284	Henry Schein	SIERRA LINDA	matl/sup - office	105.4
P15-02285	Achievement Products Inc	SIERRA LINDA	matl/sup - instructional	266.5
P15-02286	Therapy Shoppe Inc	SIERRA LINDA	matl/sup - instructional	82.0
P15-02287	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - Office	19.4
P15-02288	Smart And Final Iris Co	DRIFFILL	MATL/SUPP-INSTRUCTIONAL	500.0
P15-02293	FOLLETT SCHOOL SOLUTIONS, INC	ROSE	COMPUTER SUPP & SOFTWARE - INSTRUCTION	265.8
P15-02294	Ventura Co Office Of Education	IT	CONF	40.0
P15-02295	SHERMAN GARNETT & ASSOCIATES	PUPIL SERVICES	MATL/SUP	145.9
P15-02297	Pro Ed	PUPIL SERVICES	MATL/SUP	560.5
P15-02298	WPS	PUPIL SERVICES	MATL./SUP	308.8
15-02299	Pro Ed	PUPIL SERVICES	MATL/SUP	135.4
15-02300	Par Inc	PUPIL SERVICES	EQUIP	667.0
15-02301	Lakeshore Learning Materials-V	PUPIL SERVICES	MATL/SUP	549.9
15-02302	MHS Inc	PUPIL SERVICES	MATL/SUP	282.7
15-02304	Ventura Co Star	PURCHASING	serv	187.8
15-02306	TRI COUNTY OFFICE FURNITURE	IT	MATL/SUPPLIES	953.2
15-02307	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	LEMONWOOD	Matl/Sup (ADMIN)	301.0
15-02308	Headsets Com Inc	PERSONNEL	matl	35.
15-02309	Amazon Com	MCAULIFFE	MAT'L/SUPL-Instructional (Franco)	173.4
15-02312	Amazon Com	CHAVEZ	MATL/SUPP - INSTRUCTIONAL - CAHUE	66.
15-02313	CUE, INC	ASES	conf	270.
15-02316	School Specialty Inc	SIERRA LINDA	matl/sup - Instructional	76.
15-02317	School Specialty Inc	SIERRA LINDA	matl/sup - instruction	85.
15-02319	RIVIERA RESORT & SPA	ASES	conf	766.
15-02325	Dept Of Toxic Substances Ctr	RISK MGMT	Professional Consultation	250.
15-02326	Dept Of Toxic Substances Ctr	RISK MGMT	Professional Consultation	250.
15-02330	Walmart	ASSESS ACCOUN	MATL/SUP	200.
15-02332	Ventura Co Office Of Education	SUPERINTENDEN"		30.
15-02333	Div Of The State Architect	FACILITIES	SVCS	436.4
15-02334	Ventura Co Star	SUPERINTENDEN"		155.
15-02335	Paradise Chevrolet	WAREHOUSE	Repairs	76.
15-02336	Coast To Coast Computer Prod	FREMONT	MAT/SUPP - INSTRUCTION	97.
15-02337	Coast To Coast Computer Prod	FREMONT	MAT/SUPP - INSTRUCTION	194.
15-02339	Aswell Trophy And Engraving	CHAVEZ	MATL/SUP-INSTRUCTION	167.4
15-02340	Cintas Document Management	SORIA	SERV / School Office	150.
15-02342	Demco Inc	CHAVEZ	MATL/SUPP-INSTRUCTION	258.2
15-02343	ALAS c/o Megan Soliz	HR	membership for Dr. Vaca	300.
15-02346	Demco Inc	FRANK	Mat/Sup - Instructional	152.
15-02347	The Library Store Inc	FRANK	Mat/Sup - Instructional	401.4
15-02348	Dell Direct Sales Lp	FRANK	Mat/Sup - Instructional	388.7
15-02350	CONSERV FLAG CO	RAMONA	Matl/Sup - Admin	360.
15-02351	CUE, INC	KAMALA	Travel & Conference-Instructional	230.0
15-02353	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	276.4
15-02354	Xpedx Paper Co	WAREHOUSE	Stores Supplies	679.
15-02356 215-02356	Ventura Co Office Of Education	RITCHEN	CONF-Instruction	225.0

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#### Includes Purchase Orders dated 11/26/2014 - 01/20/2015 \*\*\* PO Order Number Vendor Name Loc Description Amount P15-02360 Bookpal, LLC FREMONT MAT/SUPP - INTRUCTION 600.05 P15-02364 Ventura Co Office Of Education FREMONT 50.00 TRAVEL/CONFERENCE -**ADMINISTRATION - ULTRERAS** P15-02365 PUPIL SERVICES MATL/SUP 183.32 Henry Schein P15-02367 Office Depot Bus Ser Div WAREHOUSE Stores Supplies 215.46 P15-02368 Southwest School & Office Sup PURCHASING Stores 147.23 CHAVEZ P15-02369 ADVANCED CLASSROOM MATLS/SUPP-INSTRUCTIONAL 290.92 **TECHNOLOGIE S. INC** P15-02370 καμαι α 102.59 Office Depot Bus Ser Div Materials & Supplies-Office P15-02371 RAMONA Office Depot Bus Ser Div Mat/Sup - Admin 451.90 P15-02372 Office Depot Bus Ser Div IT MATL/SUP 53.98 P15-02373 School Nurse Supply Co WAREHOUSE Stores Supplies 861.84 P15-02374 REHABMART, LLC PUPIL SERVICES MATL/SUP 92.12 P15-02375 Slosson Educ Publications PUPIL SERVICES MATL/SUP 629.30 P15-02376 Handwriting Without Tears PUPIL SERVICES MATL/SUP 82.58 P15-02377 Pro Ed PUPIL SERVICES MATL/SUP 990.02 P15-02379 MHS Inc PUPIL SERVICES MATL/SUP 212.40 P15-02380 Town And Country Resort & ENGLISH LEARNE travel and Conference 156.50 P15-02381 Concepts School & Office Furn CHAVEZ MATL/SUP-INSTRUCTION 456.93 P15-02382 Ventura Co Office Of Education CHAVEZ CONF-INSTRUCTIONAL 100.00 P15-02386 ACSA HARRINGTON materials - instructional 60.89 PUPIL SERVICES MATL/SUP P15-02389 School Specialty Inc 414.68 P15-02390 CUE, INC RAMONA **CONF** - Instruction 760.00 P15-02391 Gopher Sport PUPIL SERVICES MATL/SUP 94.35 P15-02393 SAN MIGUEL 129.56 Lakeshore Learning Materials-V Materials & Supplies-Instructional P15-02394 Office Depot Bus Ser Div SAN MIGUEL Materials & Supplies-Instruction 61.45 P15-02395 Ventura Co Office Of Education CONF (Instructional/Admin) SORIA 200.00 P15-02397 CalSPRA SUPERINTENDEN<sup>-</sup> Conference 249.00 P15-02398 Smart And Final Iris Co SUPERINTENDEN' MATL/SUP 500.00 Walmart ASSESS ACCOUN MATL/SUP P15-02399 100.00 P15-02400 Ventura Co Office Of Education FREMONT TRAVEL/CONFERENCE - COUNSELING 50.00 P15-02401 CUE, INC ED SERVICES Registration CUE Conference 270.00 CONF P15-02402 HR 300.00 UNIV OF CALIF SANTA BARBARA RE GENT OF UNIV OF CALIFORNIA P15-02404 Santa Barbara Zoological Fou SORIA SERV (Instruction) 990.00 P15-02405 School Specialty SORIA Materials & Supplies (Instructional) 340.69 P15-02409 Grainger Inc CNS supplies 126.63 P15-02411 KAMALA Materials & Supplies-Office 66.96 Petroleum Telcom Inc DBA Telec om P15-02412 Walmart ASSESS ACCOUN' MATL/SUP 100.00 P15-02413 Walmart ASSESS ACCOUN MATL/SUP 200.00 P15-02414 CASBO **RISK MGMT** Dues & Membership 2014-2015 275.00 Plank Road Publishing, Inc P15-02416 HAYDOCK MATLS/SUPPL-INSTRUCTIONAL 142 88 P15-02417 JW Pepper And Son Inc HAYDOCK MATLS/SUPPL-INSTRUCTIONAL 315.42 Staples Direct P15-02418 PURCHASING MATLS/SUPL 197.36 P15-02419 Nctm HARRINGTON **Dues & Membership - Instruction** 149.00 P15-02420 CUE. INC HARRINGTON Travel & Conference-media tech 230.00 P15-02421 Ventura Co Office Of Education HARRINGTON 80.00 CONFERENCE : counseling / instruction library

\*\*\* See the last page for criteria limiting the report detail.

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### **Board Report**

Includes Purchase Orders dated 11/26/2014 - 01/20/2015 ***					
PO Number	Vendor Name	Loc	Description		Order Amount
P15-02422	Howard Klein Snap-on Tools	TRANSPORTATIO	SUPPLIES		719.23
P15-02423	Casto Chapter 5	TRANSPORTATIO	WORKSHOP		70.00
P15-02425	Skillpath Seminars Inc	HARRINGTON	Travel & Conference - admin		99.00
P15-02426	Ventura Co Office Of Education	HARRINGTON	5200 TRAVEL & CONFERENCE-COUNSELOR		100.00
		Total Number of POs	s 224	Total	63,195.63

### **Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	219	62,052.26
130	CAFETERIA FUND	5	1,143.37
		Total Fiscal Year 2015	63,195.63
		Total	63,195.63

\*\*\* See the last page for criteria limiting the report detail.

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### Includes Purchase Orders dated 11/26/2014 - 01/20/2015 \*\*\*

	PO Changes					
		Fund/				
	New PO Amount	Object	Description	Change Amount		
CNP15-00064	155.34	130-4700	CAFETERIA FUND/FOOD	48.38-		
CNP15-00085	6,069.05	130-4700	CAFETERIA FUND/FOOD	.22-		
P15-00207	250.00	010-5901	GENERAL FUND/POSTAGE	150.00		
P15-00254	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00		
P15-00274	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00		
P15-00500	1,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	236.00		
P15-00566	35,464.00	213-6274	BOND FUND MEASURE R 2012/OTHER CONSTRUCTION	350.00		
P15-00653	670.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00		
P15-00722	1,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00		
P15-00728	3,150.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	921.71		
P15-00755	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00		
P15-00777	2,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00		
P15-01238	4,968.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	648.00		
P15-01476	326.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	145.57-		
P15-01586	2,818.10	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	343.44		
P15-02269	7,112.24	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	71.76		
P15-02289	5,000.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	930.00		
P15-02290	6,889.92	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	2,168.28-		
			Total PO Changes	3,888.46		

Information is further limited to: (Maximum Amount = 999.99)

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### Includes Purchase Orders dated 11/26/2014 - 01/20/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Orde Amour
CNP15-00078	Gold Star Foods	CNS	stores	16,654.9
CNP15-00079	Jordanos Inc	CNS	stores	7,080.9
CNP15-00080	P And R Paper Supply Co	CNS	stores	5,602.0
CNP15-00081	Jamison Hardware Company	CNS	stores	1,693.22
CNP15-00082	Jordanos Inc	CNS	stores	10,097.2
CNP15-00084	Gold Star Foods	CNS	stores	19,022.2
NP15-00085	P And R Paper Supply Co	CNS	stores	6,069.0
CNP15-00086	Gold Star Foods	CNS	stores	18,387.7
CNP15-00087	Jordanos Inc	CNS	stores	7,947.1
NP15-00088	Cal Jen Sales Co	CNS	stores	1,797.5
NP15-00089	Gold Star Foods	CNS	stores	15,499.3
NP15-00090	Jordanos Inc	CNS	stores	8,834.9
NP15-00091	P And R Paper Supply Co	CNS	stores	10,435.4
215-01835	Calif Quality Plastics Inc	FACILITIES	Matl/Sup	2,160.0
15-01975	Tri County Office Furniture	HR	EQUIP-MATL-FURNITURE FOR HR	11,497.8
215-02067	Perma Bound Books	LEMONWOOD	BOOKS & OTHER REFERENCE	9,582.4
15-02068	Apple Computer Inc	MCKINNA	matl/sup-instructional	1,587.6
15-02069	Flinn Scientific Inc	BREKKE	MATL/SUP - Instructional	1,730.1
15-02000	Apple Computer Inc	MARINA	SERV/Instructional	2,000.0
15-02070	Dell Direct Sales Lp	ENGLISH LEARNE		3,904.6
15-02072	Key Data Systems	ENGLISH LEARNE		5,500.0
15-02072	Ballard and Tighe Publishers	ENGLISH LEARNE		4,372.5
15-02074	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	1,644.0
15-02076	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	1,938.6
15-02078	Concepts School & Office Furn	FREMONT	MATL/SUP (MISC CLASSROOMS)	13,777.7
15-02079	Concepts School & Office Furn	HARRINGTON	MATL/SUP (TOSA/COUNSELOR)	1,593.8
15-02080	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	5,460.8
15-02081	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,115.1
15-02082	CALIFORNIA SPORT DESIGN	SORIA	MATL/SUP - Instructional	3,071.7
15-02084	CN School & Office Sol, Inc Cu Iver-Newlin	FREMONT	MATL/SUP (6TH GRADE SCIENCE)	23,082.6
15-02086	ALTERNATIVE DIGITAL PRINTING	WAREHOUSE	Stores Supplies	1,092.7
15-02093	Natl Science Teachers Assn	ED SERVICES	CONF	1,220.0
15-02097	Amazon Com	ENGLISH LEARNE		3,989.9
15-02112	Calif Dept Of Educ		Travel / Conference	3,996.0
15-02113	Ventura Co Office Of Education	BUDGET	Courier Service	6,847.0
15-02114	Brainpop Com Llc	FREMONT	PROF/CONSUL - INSTRUCTIONAL	2,691.0
15-02115	Sehi Computer Products Inc	FREMONT	EQUIPMENT - SCHOOL OFFICE	1,586.3
15-02117	Apple Computer Inc	LEMONWOOD	Computer Supplies and Software Instructional	2,589.8
15-02118	Rosetta Stone Ltd	ENGLISH LEARNE		119,250.0
15-02119	Handwriting Without Tears	ERC	Textbooks	44,306.0
15-02119	Apple Computer Inc	RITCHEN	MATL/SUP- Instructional	3,423.5
15-02120	Ventura Co Overhead Door Co	TRANSPORTATIO		1,500.0
15-02121	SEAT SACK INC DBA/02TEACH	RAMONA	Mat/Sup - Instruction	1,733.7
15-02123	Don Johnston Inc	PUPIL SERVICES	Materials and Supplies	5,452.9
13-02124	Perma Bound Books	ERC	Library Books	5,452.8 11,800.0

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and		ONLINE
authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved		Page 1 of 5
and that payment be authorized upon delivery and acceptance of the items ordered.		r uge r or o

PO Number	Vendor Name	Loc	Description	Orde Amour
215-02129	THOMASON & ASSOCIATES, INC NAT URAL GAS VEHICLE INSTITUTE	TRANSPORTATIO	CONFERENCE	1,695.0
P15-02130	Petroleum Telcom Inc DBA Telec om	HAYDOCK	REPAIR/MATL SUPPL	1,029.8
P15-02134	Office Depot Bus Ser Div	SUPERINTENDEN	EQUIP	1,333.7
P15-02135	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	3,247.6
P15-02137	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	5,609.4
P15-02138	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,897.0
P15-02140	Hyatt Regency Orange Co	ED SERVICES	CONF	1,051.0
P15-02141	Dell Direct Sales Lp	TRANSPORTATIO	EQUIP/MATL	3,950.3
P15-02146	Carolina Biological Supply	ED SERVICES	MATL/SUP	11,399.5
P15-02150	Pearson Education	PUPIL SERVICES	mtls/ supl	1,722.6
P15-02151	Apple Computer Inc	SIERRA LINDA	SERVICE - Instructional	2,000.0
P15-02153	Houghton Mifflin Harcourt	PUPIL SERVICES	Equipment	34,525.7
P15-02154	Thousand Oaks Civic Arts Plaza	HAYDOCK	PROF/ SVS-INSTRUCTIONAL	2,250.0
P15-02166	Xpedx Paper Co	GRAPHICS	Materials and Supplies	3,995.6
P15-02167	SAFE & CIVIL SCHOOLS	ED SERVICES	MSAP/SERV	5,000.0
P15-02168	M & J KIDS SCIENTIFIC, INC dba MAD SCIENCE OF LOS ANGELES	DRIFFILL	DISC/SERV	5,700.0
215-02169	SEARLE CREATIVE GROUP	ED SERVICES	MSAP/SERV	60,000.0
15-02170	Oxnard Performing Arts Center	ED SERVICES	SERV (TK-5 OPTIONS-STATE OF DISTRICT)	3,360.0
215-02171	Oxnard Performing Arts Center	ED SERVICES	SERV/8TH GR. PROMOTION	6,978.0
215-02173	ADVANCED CLASSROOM TECHNOLOGIE S, INC	DRIFFILL	MATLS/ SUPP-Instructional	4,550.0
215-02177	CN School & Office Sol, Inc Cu lver-Newlin	CURREN	MATL/SUP (UNO BEAN DESK GLIDES)	1,052.3
P15-02178	MARIANA PEIRANO ROYUELA	SORIA	LCFF-T1-DISC/SERV	8,280.0
P15-02179	Lesson One	MARINA	LCFF/SERV	5,000.0
15-02180	Ventura Co Office Of Education	PUPIL SERVICES	SERV (JS010805)	6,142.5
915-02181	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	1,069.2
P15-02182	Extreme Clean	WAREHOUSE	Stores Supplies	5,199.9
15-02183	Hillyard Inc	WAREHOUSE	Stores Supplies	5,515.5
15-02185	Printech	WAREHOUSE	Stores Supplies	4,545.7
15-02186	School Health Corporation	WAREHOUSE	Stores Supplies	1,448.2
15-02188	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	13,660.6
15-02193	RINCON CONSULTANTS INC	FACILITIES	BOND/BLDG/LEM-CEQA COMPLIANCE SVCS	28,952.0
15-02194	ENVIRONMENTAL NETWORK	FACILITIES	BOND/BLDG/HAR-HAZ MATL SURVEY-TEST SVCS	14,300.0
15-02195	Renaissance Learning Inc	CURREN	SERV - instructional	1,384.0
15-02196	IXL LEARNING, INC	CURREN	SERV - instructional	2,240.0
15-02198	Apple Computer Inc	CURREN	matl/sup - instructional	2,052.0
15-02201	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,664.0
15-02207	World's Finest Chocolate, Inc	MARSHALL	Mat/Sup-Instructional/field trip fundraiser	4,560.0
15-02209	Renaissance Learning Inc	MARSHALL	SERVICE/Instructional	6,132.0
15-02210	RIVIERA RESORT & SPA	IT	CONF	2,298.3
15-02211	School Serv Of Calif Inc	BUSINESS	SVC	3,620.0
	page for criteria limiting the report detail.			.,0.

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 11/26/2014 - 01/20/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Ord Amou
P15-02213	Walmart	MARSHALL	Materials & Supplies/ INSTRUCTIONAL	1,000.0
P15-02218	Lakeshore Learning Materials-V	CURREN	matl/sup - Instructional	1,022.7
P15-02220	Renaissance Learning Inc	ELM	SERV - Instruction	4,606.5
P15-02224	N2Y	PUPIL SERVICES	MATL/SUP	2,261.5
P15-02225	Amazon Com	ASES	matl/sup	1,000.0
15-02229	NASSP	HAYDOCK	CONF/MEMB-INSTRUCTIONAL	1,680.0
15-02231	Dell Direct Sales Lp	ELM	Computer "hardware" - Instruction	1,956.0
15-02232	Community Educational Entertai	MARINA	SERV-Instructional	2,100.0
15-02237	Perma Bound Books	CURREN	bks - instructional	2,837.8
15-02243	Lakeshore Learning Materials-V	MARSHALL	MAT/SUP-Instructional-New K/TK	2,036.4
15-02250	CDW G	IT	EQUIP	2,083.9
15-02255	Hilton San Diego Gaslamp Quart	HAYDOCK	CONF/TRAVEL-INSTRUCTION	2,218.3
15-02257	JONES-CAMPBELL CO., INC. JONES -CAMPBELL CO.	MCKINNA	EQUIP/CAFETERIA TABLES	3,170.8
15-02258	Endless Choices	ASES	matl/sup	6,000.0
15-02259	Alliance Publishing And Market	RAMONA	Mat/Sup - Instruction	1,605.6
15-02261	CABE	ENGLISH LEARNE	travel & conf	4,615.0
15-02263	Gopher Sport	BREKKE	MATL/SUP - Instructional	2,089.
15-02265	TRI COUNTY OFFICE FURNITURE	FREMONT	EQUIPMENT ADM.	1,069.
15-02266	Office Depot Bus Ser Div	RAMONA	Mat/Sup - Instruction	1,737.9
15-02267	Hillyard Inc	RAMONA	Matl/Sup - Admin	1,055.
15-02269	Concepts School & Office Furn	WAREHOUSE	MATL/SUP (FOLDING CHAIRS/DOLLIES)	7,112.
15-02273	Hydropoint	FACILITIES	MATL/SUP	2,160.
15-02274	Fausset Printing	ENGLISH LEARNE	Materials	1,217.
15-02277	Vista Ford Of Oxnard	FACILITIES	Equipment	38,947.
15-02278	Calif Assn Of Latino Supt & Ad	HR	service	1,000.
15-02289	CASBO	BUSINESS	CONF	5,000.
15-02290	Embassy Suites San Diego Bay	BUSINESS	CONF	6,889.
15-02291	CUE, INC	ED SERVICES	Conference	1,350.
15-02292	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCKINNA	Materials & Supplies/School Office	1,931.
15-02296	Leopaul A. Martinez Jr	DRIFFILL	SUPP/MATL-instructional	1,594.
15-02303	Oxford University Press Usa	ENGLISH LEARNE	Materials	2,338.
15-02305	Printech	KAMALA	Equipment/Maintenance-Instruction	5,580.
15-02310	Apple Computer Inc	LEMONWOOD	SERV (INSTRUCTIONAL)	5,000.
15-02311	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCT/SCHOOL OFFICE	1,362.
15-02314	Encore Repair Services, Inc	IT	Computer Supplies, iPad Insurance	8,449.
15-02315	Encore Repair Services, Inc	IT	SERV	2,499.
15-02318	<b>RIVIERA RESORT &amp; SPA</b>	ED SERVICES	CUE Conference	3,830.
15-02320	Guitar Center	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	1,080.
15-02321	CSPCA	PERSONNEL	Conf	1,800.
15-02322	WYNDHAM SAN DIEGO BAYSIDE	PERSONNEL	conf	3,052.0
15-02323	ADVANCED CLASSROOM TECHNOLOGIE S, INC	KAMALA	EQUIP/LCD PROJECTOR (TO BE REIMBURSED BY CFW)	1,604.
15-02324	Videotape Products Inc	IT	EQUIPMENT	63,320.
15-02327	CAG	ED SERVICES	CAG Conference	16,590.
15-02328	TRANSFINDER CORPORATION	TRANSPORTATIO	MAINTENANCE	2,600.
15-02329	ZONAR SYSTEM, INC	TRANSPORTATIO	MAINTENANCE	1,836.0

\*\*\* See the last page for criteria limiting the report detail.

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and that payment be authorized upon delivery and acceptance of the items ordered.		r uge o or o

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02331	Ricoh Usa, Inc	PURCHASING	EQUIP-MAINT (NEW ARCHIVES EQUIPMENT)	62,476.37
P15-02338	Printech	SORIA	MATL/SUP (Instructional)	4,900.00
P15-02341	Vogue Sign Company	FACILITIES	Rent/Lease/Repair	27,330.00
P15-02344	Div Of The State Architect	FACILITIES	DSA Fees	2,737.48
P15-02345	Apple Computer Inc	MARINA	MATL/SUP-Instructional	1,375.92
P15-02349	Dell Direct Sales Lp	ENGLISH LEARNE	equipment	3,931.56
P15-02352	Educational Data Systems Inc	ASSESS ACCOUN	MATL/SUP	3,844.80
P15-02355	World's Finest Chocolate, Inc	MCKINNA	matl/sup-instructional	3,330.00
P15-02357	IV CARLOS INC TACOS DON CHENTE	HR	custodian workshop	1,000.00
P15-02358	CABE	ENGLISH LEARNE	travel and conference	3,836.00
P15-02359	Coast To Coast Computer Prod	FRANK	Mat/Sup - Instructional	1,144.80
P15-02361	Xpedx Paper Co	GRAPHICS	Materials and Supplies	2,112.21
P15-02362	Apple Computer Inc	LEMONWOOD	Computer Supplies and Software (INSTRUCTIONAL)	3,742.20
P15-02363	Greg & Steve Productions	BREKKE	SERV - Instructional	1,179.00
P15-02366	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,475.41
P15-02378	Super Duper Inc	PUPIL SERVICES	MATL/SUP	1,639.66
P15-02383	West Coast Tree Service	FACILITIES	SRVC	2,050.00
P15-02384	Div Of The State Architect	FACILITIES	DSA Fees	1,142.40
P15-02385	Alto Imaging Technologies	GRAPHICS	Service, Upgrades and Maintenance	1,078.92
P15-02387	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	6,921.40
P15-02388	Pearson	PUPIL SERVICES	MATL/SUP	16,254.21
P15-02392	CABE	MCKINNA	CONF-Instructional	1,998.00
P15-02403	Headsets Com Inc	RAMONA	Mat/Supl - Admin	1,470.64
P15-02406	Encore Repair Services, Inc	IT	REPAIR	8,806.00
P15-02407	Palm Springs Courtyard By Marr	ED SERVICES	CAG Conference (Palm Spring) Hotel Rooms	19,089.00
P15-02408	Concepts School & Office Furn	DRIFFILL	EQUIP-MATL/SUP (FURNITURE)	7,896.47
P15-02410	Buyextras.Com	IT	MATL/SUP	6,835.80
P15-02415	Endless Choices	HAYDOCK	SERV- Instruction	1,179.90
P15-02424	CUE, INC	RITCHEN	CONF-Instructional	1,690.00
		Total Number of PO	s 159	Total 1,153,793.67

### **Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	143	973,523.25
130	CAFETERIA FUND	13	129,121.95
213	BOND FUND MEASURE R 2012	3	51,148.47
		Total Fiscal Year 2015	1,153,793.67
		Total	1,153,793.67

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and		ONLINE
authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved		Page 4 of 5
and that payment be authorized upon delivery and acceptance of the items ordered.		1 490 4 01 0

### Includes Purchase Orders dated 11/26/2014 - 01/20/2015 \*\*\*

### **PO Changes**

		Fund/		
	New PO Amount	Object	Description	Change Amount
P14-00044	2,705,489.72	213-5800	BOND FUND MEASURE R 2012/PROFESSIONAL/CONSU	642,000.00
P14-00662	431,947.60	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERI	25,000.00
P15-00131	9,400.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	4,000.00
P15-00168	21,800.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,000.00
P15-00172	16,880.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	5,000.00
P15-00173	8,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P15-00210	4,760.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,000.00
P15-00235	85,000.00	010-5570	GENERAL FUND/UTILITIES TRASH	15,284.44
P15-00250	4,460.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P15-00327	6,900.00	010-4341	GENERAL FUND/CUSTODIAL SUPPLIES	1,500.00
P15-00328	8,400.00	010-4342	GENERAL FUND/REPAIR OF EQUIPMENT	3,000.00
P15-00357	38,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P15-00364	14,500.00	010-4310	GENERAL FUND/FUEL	3,500.00
P15-00365	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P15-00408	4,740.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P15-00410	2,992.60	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,000.00
P15-00432	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P15-00484	5,240.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	2,000.00
P15-00532	17,160.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P15-00539	210,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	90,000.00
P15-00548	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,476.36
P15-00560	2,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P15-00679	4,160.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P15-00721	10,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P15-00751	40,000.00	130-5600	CAFETERIA FUND/RENTALS, LEASES AND REPAIRS	20,000.00
P15-00890	149,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	89,000.00
P15-01051	6,820.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,500.00
P15-01267	4,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,600.00
P15-01615	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-01846	2,000.00	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWAR	1,000.00
			Total PO Change	es 938,360.80

(Minimum Amount = 1,000.00) Information is further limited to:

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### **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline	Date of Meeting: 02/04/15
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION D: ACTION SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES	 
REPORT ON ROME CONSTRUCTION	

### **REPORT ON BOND CONSTRUCTION BUDGETS (Cline)**

Attached for the Board's information are our current Bond budgets as of Friday, January 23, 2015.

### FISCAL IMPACT

None.

### **RECOMMENDATION**

None – information only.

### **ADDITIONAL MATERIAL**

Attached: Sources and Budgets Report (2 pages)

# Sources and Budgets Report This reports lists projected funding sources and expenditure budgets for multiple projects

Code	Category - Item	Brekke Project 1 Kindergarten Improvements	Chavez Project 1 Science Labs	Curren Project 1 Science Labs	Driffil Proj 2 Driffill Kindergarten	Elm Project 5 New Elm School	Fremont Project 1 Science Labs	Harrington Project 4 Harrington New School	Haydock Project 1 Science Labs	Kamala Project 1 Science Labs
Funding Sources		000 500	000.040	000.040		00 170 5 10	1 0 10 007		1 0 1 7 0 5 1	000.010
Local Local		282,568	293,319	293,319	2,411,380	20,170,543	1,843,007	22,822,171	1,047,651	293,319
212 G.O.Bo		282,568	293,319	293,319	2,411,380	20,170,543	1,843,007	22,822,171	1,047,651	293,319
251 School	Development Fees	0	0	0	0	0	0	0	0	0
TOTAL FUND	DING	282,568	293,319	293,319	2,411,380	20,170,543	1,843,007	22,822,171	1,047,651	293,319
Expenditures										
A Site Co	osts	762	789	789	2,900	92,339	5,042	104,393	2,734	789
6140 Surveyi		0	0	0	2,900	21,309	0	24,091	0	0
6160 Other C	Costs - Site	762	789	789	0	71,030	5,042	80,302	2,734	789
B Plannir	ng Costs	41,324	44.039	44,039	147,400	2,337,572	310,531	2,476,311	229,518	44,039
	ct / Engineering Fees	25,525	26,525	26,525	125,900	1,065,449	208.990	1,147,537	174.360	26,525
6220 DSA Fe		2,250	3,450	3,450	13,000	142,060	13,150	160,605	4,950	3,450
6230 CDE Fe		127	131	131	0	9,944	848	11,242	445	131
6240 Prelimir		0	0	0	8,500	21,309	0	24,091	0	0
	Costs - Planning	13,422	13,933	13,933	0	· · · · · · · · · · · · · · · · · · ·	87,543	1,132,836	49,763	13,933
C Constr	uction Costs	197,735	204,866	204,866	1,765,350	14,497,210	1,243,147	16,461,967	660,345	204,866
	onstruction Contractor	181,012	187,484	187,484	1,659,429	14,205,987	1,211,583	16,060,456	636,072	187,484
	mental Clean-up	644	1,288	1,288	1,059,429		12,910	120,453	7,058	1,288
	uction Management Fees	15,625	15.625	15,625	105,921	177,575	15,625	200,756	15,625	15,625
	Compliance Program	454	469	469	0		3,029	80,302	1,590	469
		404	403	403	0	71,030	5,023	00,302	1,550	403
D Constr	uction Testing Costs	763	0	0	20,000	234,399	7,925	264,998	2,218	0
6280 Constru	uction Tests	763	0	0	20,000	234,399	7,925	264,998	2,218	0
E Constr	ruction Inspection Costs	9,051	9,374	9,374	190,000	745,817	60,579	843,174	31,804	9,374
	uction Inspection	9,051	9,374	9,374	190,000	745,817	60,579	843,174	31,804	9,374
E Euroitu	ure & Equipment Costs	5,865	6,174	6,174	130,000	568,239	39,655	642,418	20,809	6,174
4300 Supplie		<b>5,805</b>	,	,	130,000		39,055		20,809	,
	nent \$500-\$5000	0	0	0	130.000	568,239	0	642,418	0	0
					130,000		L	0	20.809	<b>·</b> ·
6400 Capitali	ized Equipment >\$5000	5,865	6,174	6,174	U	0	39,655	U	20,809	6,174
	t Contingency	27,068	28,077	28,077	155,730	1,694,967	176,128	2,028,910	100,223	28,077
6999 Project	Contingency	27,068	28,077	28,077	155,730	1,694,967	176,128	2,028,910	100,223	28,077
TOTAL EXPE	NDITURES	282,568	293,319	293,319	2,411,380	20,170,543	1,843,007	22,822,171	1,047,651	293,319
BALANCE RE	EMAINING	0	0	0	0	0	0	0	0	0

#### **Oxnard School District**

# Sources and Budgets Rej This reports lists projected funding sources and expendi

Code	Category - Item	Lemonwood Project 3 New Lemonwood School	McAulitte Project 1 Kindergarten Improvements	Ritchen Project 1 Kindergarten Improvements	Technology Implementation Technology Implementation	Totals
Funding Sources						
Local Local		2,512,180	262,140	262,140	5,530,000	58,023,737
212 G.O.B	ond Proceeds	2,512,180	262,140	262,140	0	52,493,737
251 Schoo	l Development Fees	0	0	0	5,530,000	5,530,000
TOTAL FUN	DING	2,512,180	262,140	262,140	5,530,000	58,023,737
Expenditures						
A Site C	osts	157,638	704	704	0	369,583
6140 Surve	ying Costs	22,000	0	0	0	70,300
6160 Other	Costs - Site	135,638	704	704	0	299,283
B Plann	ing Costs	2,354,542	38,244	38,244	0	8,105,803
	ect / Engineering Fees	1,549,838	23.525	23,525	0	4,424,224
6220 DSA F		187,000	2,150	2,150	0	537,665
6230 CDE I		15,400	117	117	0	38,633
6240 Prelim	inary Tests	33,000	0	0	0	86,900
	Costs - Planning	569,304	12,452	12,452	0	3,018,381
C Const	truction Costs	0	184,043	184,043	0	35,808,438
6270 Main (	Construction Contractor	0	167,356	167,356	0	34,851,703
	onmental Clean-up	0	644	644	0	188,835
	ruction Management Fees	0	15,625	15,625	0	609,252
	Compliance Program	0	418	418	0	158,648
D Const	truction Testing Costs	0	703	704	0	531,710
	ruction Tests	0	703	704	0	531,710
E Const	truction Inspection Costs	0	8,368	8,368	0	1,925,283
	ruction Inspection	0	8,368	8,368	0	1,925,283
0290 00131		0	0,500	0,300	0	1,923,203
	ure & Equipment Costs	0	5,029	5,029	5,530,000	6,965,566
4300 Suppli		0	0	0	0	1,210,657
4400 Equip	ment \$500-\$5000	0	0	5,029	5,530,000	5,665,029
6400 Capita	lized Equipment >\$5000	0	5,029	0	0	89,880
G Proje	ct Contingency	0	25,049	25,048	0	4,317,354
6999 Projec	t Contingency	0	25,049	25,048	0	4,317,354
TOTAL EXP	ENDITURES	2,512,180	262,140	262,140	5,530,000	58,023,737

Account-Ability

### **BOARD AGENDA ITEM**

Name of Contributor(s): D	Date of Meeting:	2/4/14	
<ul> <li>Study Session:</li> <li>Closed Session:</li> <li>A. Preliminary</li> <li>B. Hearing:</li> <li>C. Consent Agenda</li> <li>D. Action Items</li> <li>E. Reports/Discussion</li> <li>F. Board Policies</li> </ul>	   Items (no action) 1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading	

# Out of State Conference – Music Teachers National Association - Las Vegas, Nevada (Carroll/Bond)

The Board's approval is requested for Maureen Aryeetey teacher at Haydock Middle School, to attend the MTNA (Music Teachers National Association) Conference in Las Vegas, NV to be held on March  $21^{st} - 25^{th}$ , 2015.

Ms. Aryeetey will have the opportunity to receive hands on experience and to network with colleagues in the area of music which will enhance the academy based ideas for Haydock Middle School.

### FISCAL IMPACT:

Not to exceed a total of \$1500.00. The cost breakdown is \$525.00 for the registration, \$450 for hotel accommodations and \$450.00 to cover the substitute cost for the three days. Ms. Aryeetey will be responsible to cover her own cost of travel and meals. To be paid out of site Title 1 funds.

### **RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent Educational Services and the Principal Haydock Middle School that the Board of Trustees approve the out of state conference attendance as outlined above.

### ADDITIONAL MATERIAL(S):

**Conference** materials

# **CONFERENCE REGISTRATION**

Use one form per registrant. All sections on this form must be completed to process registration.

Name	Member Number (if available)
Address	Phone ()
City/State/Province	Zip/Postal Code
Studio/Institution/Company	E-mail

- Check here if this is your first MTNA Conference.
- $\square$  Check here if you are willing to serve as a session monitor.
- Check here if you are a new member.
- Check here if you are willing to serve as a competitions monitor. Please specify days available to monitor.

rees				
Conference Registration	On or before 12/2/14	After 12/2/14 and or or before 2/3/15	ı After 2/3/15	Amount
Active MTNA Member (registration only)	\$295	\$375	\$475	\$
Active MTNA Member Poker Chip Discount Code:**	\$295	\$295	\$295	\$
MTNA Collegiate Member (registration only)	\$ 60	\$ 75	\$ 90	\$
MTNA Collegiate Member Poker Chip Discount Code:**	\$ 60	\$ 60	\$ 60	\$
Donmember (includes registration and 2015–2016 active member dues—new members only)	\$525	\$525	\$525	\$
🗇 Collegiate Nonmember (indudes registration and 2015—2016 collegiate member dues—new members only)	\$ 85	\$ 90	\$105	\$
Single-Day Registration	Member Nonn	nember Collegiate	Nonmember Collegiate	
One-day registration	\$155 \$2	30 \$35	\$60	\$
Specify day for single-day pass:				

Pre-Conference Workshop (Workshop fee and minimum single-day conference regi	stration required.)	Fee	Amount
Pedagogy Saturday (Fee includes attendance of any/all tracks)	Saturday, March 21	\$ 95	\$
Pedagogy Saturday/Collegiate (Fee includes attendance of any/all tracks)	Saturday, March 21	\$ 30	\$

Events (All event tickets will be reserved on a first-come, first-served basis) To attend a FREE event you must indicate the number of tickets you desire in the quantity field for that event.					
If no quantity is indicated, you will NOT re	Fee	Quantity	Amount		
Opening Session/Recital	Saturday, March 21 (ticket required—limit 2)	FREE		FREE	
Canadian Brass	Sunday, March 22 (ticket required—limit 2)	FREE		FREE	
Conference Gala	Monday, March 23 (ticket required)	\$110		\$	
Ann Schein	Tuesday, March 24 (ticket required—limit 2)	FREE		FREE	
MTNA Awards Brunch	Wednesday, March 25 (ticket required)	\$ 50		\$	
Check here if you have specific					
🕽 Vegetarian/Vegan 🗖 Gluten-free 🗖 Seafood/Shellfish allergy 🗖 Other:					
Commemorative Competition Prog	gram Book (Includes competitors names and photos)	\$ 10		\$	

### Total Fees Enclosed\* (U.S. Dollars) \$

$\hfill\square$ Check (Payable to MTNA in U.S. funds) $\hfill\blacksquare$	MasterCard 🛛 Visa 🗅 American	Express			
Number	Exp. Date	Security Code (3-4 digit code on front or back of card)			
Signature(3–4 digit code on front or back of					
Billing Information: (if different than above	e)				
Name					
Address					
City 5	State/Province	Zip/Postal Code			

Register online at www.mtna.org or mail this entire form with your payment to:

MTNA, Attn: National Conference, 1 W. 4th St., Ste. 1550, Cincinnati, OH 45202 Phone: (888) 512-5278; Fax: (513) 421-2503

\*Cancellation Policy: Refund requests must be submitted in writing to MTNA and postmarked or e-mailed no later than February 3, 2015.

A \$125 processing fee will be assessed for all refunds. Collegiate registration cancellations will be assessed a \$25 processing fee. Refunds will be issued after the event. E-mails may be sent to mtnanet@mtna.org with Conference Refund Request in the subject line. \*\* Discount code must be submitted to recieve discounted rate.

### **BOARD AGENDA ITEM**

Name of Contributor: <b>Dr. Jesus Vaca</b>	Date of Meeting: 02/04/2015
CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION D: ACTION SECTION E: REPORTS/DISCUSSION	<u>X</u>
SECTION F: BOARD POLICIES	

### 2014-2015 2nd Quarter Williams VCOE Activity Report (Vaca/Magaña)

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis to the Governing Boards of districts with deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education's Williams-related visits and activities completed during the 2nd quarter of fiscal year 2014-2015.

### FISCAL IMPACT

None.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2014-2015 2nd Quarter Williams VCOE Activity Report, as presented.

### **ADDITIONAL MATERIAL**

Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE with attached VCOE Williams Activity Report for the 2nd Quarter, Fiscal Year 2014-2015 (2 pages)





MEMORANDUM

Norma Magana Oxnard Elementary

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

Date: January 20, 2015

To: District Superintendents

From: Paula Driscoll, Executive Director XV School Business and Advisory Services

Subject: 2014-15 2<sup>nd</sup> Quarter Williams COE Activity Report

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with deciles 1 to 3 schools. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 2<sup>nd</sup> quarter of fiscal year 2014-15. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. The findings of that review will be available sometime prior to July 1, 2015 and reported in the annual Williams Report. In addition, this quarterly report does not comment on our review of the annual school accountability report cards. That review will conclude later in the school year and will be reported on at that time.

If you have any questions or comments about the Williams Settlement or the attached report, please contact me at 805-383-1981.

cc: Stanley C. Mantooth, Ventura County Superintendent of Schools Misty Key, VCOE Associate Superintendent District Williams Coordinator

Attachment



Ventura County Office of Education Williams Activity Report for the 2<sup>nd</sup> Quarter Fiscal Year 2014-15

California Education Code Section 1240 requires that the County Superintendent annually visit the 57 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index, including Quality Education Investment Act (QEIA) schools subject to "Williams" inspections. The purpose of the visit is to insure that all students have access to sufficient textbooks or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2014-15 school year, County Office of Education inspectors visited all "Williams" schools to determine if sufficient textbooks or instructional materials were available, and to assess the condition of school facilities. The findings of these visits were summarized on the 1<sup>st</sup> Quarter Activity Report for your District issued in October of 2014.

While much of the specific Williams related activities occur during the 1<sup>st</sup> quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school's school accountability report card to verify that known Williams related issues are correctly reported.

The final results of these reviews will be published in our annual Williams report in November of 2015.

If you have any questions about the Williams Settlement process or the information contained in this 2<sup>nd</sup> Quarter Activity Report for your District, please call Paula Driscoll, Executive Director of School Business Advisory Services, at 805-383-1981.

### **BOARD AGENDA ITEM**

Name of Contributor(s): Jonathan Koch

Date of Meeting: 2/4/15

Study Session	
Closed Session	
A. Preliminary	
B. Hearing	
C. Consent Agenda	<u>X</u>
D. Action Items	
E. Reports/Discussion	
F. Board Policies 1 <sup>st</sup>	<sup>t</sup> Reading 2 <sup>nd</sup> Reading

### TITLE: Director of Transportation Services

### **DESCRIPTION:**

District administration requested that the Personnel Commission create a new Director level job classification which would be tasked with directing and overseeing the District's student transportation function including contracted bussing. This position will have a higher level of accountability and greater responsibility than the currently existing Transportation Manager position.

### FISCAL IMPACT:

The exact fiscal impact is not known at this time as the Personnel Commission has not yet approved a classification and allocated it to the salary schedule. A salary study is currently being conducted and it will likely be recommended to the Personnel Commission that the classification be allocated to the classified management salary schedule at a rate of \$74,609 - \$88,640 annually.

### **RECOMMENDATION:**

Education Code 45276 provides that "The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified positions to the personnel commission. Minimum qualification requirements shall be subject to approval of the commission....The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies."

Staff recommends that the Board of Education take action to approve the attached job duties of Director of Transportation Services so that a new classification can be taken to, and approved by, the Personnel Commission.

### ADDITIONAL MATERIAL(S):

### DIRECTOR OF TRANSPORTATION SERVICES

### **SUMMARY OF DUTIES**

Under the direction of the Assistant Superintendent – Business and Fiscal Services, plans, organizes, coordinates, and directs the District's student transportation program including contract bus service and District owned Transportation fleet maintenance; trains, directs, supervises, and evaluates assigned staff; performs management duties including budget development, policy maintenance, special project analysis and implementation; and performs a variety of other duties relative to assigned area of responsibility.

### **Essential Functions Statements**

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- 1. Plans, organizes, coordinates, and directs the dispatching, operation, inspection, maintenance, repair, and storage of school buses and other vehicles assigned to the Transportation Department; establishes and maintains all transportation related timelines and priorities;
- 2. Supervises District transportation employees and employees of contracting bus companies while on duty for the District; addresses all complaints/concerns regarding District or contracted employees while on duty for the District; ensures for coverage for absent bus drivers;
- 3. Interviews, selects, trains, counsels, evaluates, motivates, and disciplines employees assigned to the Transportation Services Department;
- 4. Develops and administers the department's annual budget; oversees cost controls and all expenditures for equipment and services; collects and analyzes cost trend, service, and other data to support proposals for new equipment, programs, and increased efficiency of service;
- 5. Recommends changes in transportation rules, regulations, and procedures; serves as District liaison officer for contract bus services and ensures that all provisions of contractors' bus services are carried out in accordance with the District's contract;
- 6. Facilitates planning with school sites to meet transportation needs for each fiscal/school year; meets and confers with school administrators, contractors, public carrier officials, state and law enforcement officials, parents, and other members of the public regarding school transportation policies, problems, and procedures;
- 7. Provides liaison between the public, school district, transportation contractor, and the Highway Patrol;
- 8. Directs and may participate in the development and adjustment of school bus routes and schedules taking into account school calendars, address changes, new students, school and student needs, and various service requests; schedules and assigns routes and field trips to bus drivers; ensures proper distribution of schedules and routes to schools, parents, and other individuals or groups with a vested interest;
- 9. Arranges for and/or conducts safety and other in-service trainings to enhance employee knowledge and skills; ensures that personnel uphold laws, regulations, and certifications needed for the safe transportation of students;
- 10. Ensures acceptable student behavior on buses; processes student conduct reports and holds parent conferences as necessary;
- 11. Investigates and makes reports of all traffic accidents and mechanical breakdowns involving a school bus, student evacuations, and other types of emergencies; follows through and takes appropriate action to respond to situations and improve future practices;
- 12. Monitors bus stops for safety, student control, and compliance with District, local, state, and federal rules and regulations; makes appropriate adjustments as needed;
- 13. Maintains records of equipment, passengers, and personnel; maintains an inventory of supplies, equipment, and parts; prepares a variety of required reports;
- 14. Makes recommendations regarding staffing and equipment needs in order to maintain a satisfactory level of service;
- 15. Develops and maintains a maintenance program for vehicles assigned to the Transportation Department;

- 16. Oversees storm water runoff and underground storage tank regulations to ensure compliance with all regulations and laws;
- 17. Oversees the district substance abuse and alcohol misuse plan within the mandated requirements of DOT-FHWA;
- 18. Evaluates and improves the overall effectiveness of customer service provided by the transportation department;
- 19. Provides technical experience, information, and assistance to the Assistant Superintendent, Business and Fiscal Services regarding assigned functions.

### **Other Related Duties**

- 20. May drive regular school bus runs and/or field trips in emergency situations if possessing the proper qualifications, and if so, picks up and discharges students in accordance with established timelines and procedures, observes legal and defensive driving practices, and maintains order and discipline among passengers;
- 21. Performs related duties and responsibilities as required.

### **Recommend Minimum Qualifications**

**Education:** Graduation from high school or equivalency. College level coursework in business administration, public administration, or transportation is desirable.

**Experience:** Five years of experience in transportation services including at least two years of experience in the development and coordination of bus routes and schedules. At least two years of the aforementioned experience must have been in a supervisory or lead capacity.

**Special:** Possession of a valid Class A or B, California Commercial Driver License with Passenger, School Bus, and Air Brake Endorsements, a current DL-51a Medical Examiner's Certificate, a California Special Driver Certificate designated for School Bus (with no restrictions for Air Brakes and/or Conventional Type-II buses only) issued by the California Department of Motor Vehicles, and if applicable, a valid first aid certificate comparable to the American Red Cross Standard First Aid Certificate.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

The <u>special</u> requirements listed above this point may be waived if the employee is able to show evidence of meeting the requirements in the past and has previously been employed by a California school district or other employer in a position requiring the employee to meet the above requirements.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

This classification has been designated as safety-sensitive in accordance with the drug and alcohol testing requirements adopted by the District pursuant to Board Policy 4312.42.

### **Board Agenda Item**

NAME OF CONTRIBUTOR: Jonathan Koch DATE OF MEETING: February 4, 2015

STUDY SESSION	
CLOSED SESSION	
SECTION A: PRELIMINARY	
SECTION B: HEARINGS	
SECTION C: CONSENT	X
SECTION D: ACTION	
SECTION E: REPORTS/DISCUSSION	
SECTION F: BOARD POLICIES 1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading
-	-

TITLE: Establish/Abolish/Increase/Reduce Hours of Position

### **DESCRIPTION OF AGENDA ITEM:**

### Establish

an eight hour, 246 day Credential Technician, position number 6777, to be established in the Certificated Human Resources office. This position will be established to meet the needs of the district.

a five hour and forty five minute, 183 day Paraeducator II, position number 6782, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

a five hour and forty five minute, 183 day Paraeducator II, position number 6783, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

### Abolish

an eight hour, 205 day Secretary, position number 5500, to be abolished in the Educational Services department. This position will be abolished due to the lack of work.

### Reduce

a twenty nine hour a week, 210 day Warehouse Worker/Delivery Driver, position number 863, to be reduced to twenty two and a half hours a week in the Warehouse. This position will be reduced due to the lack of work.

### FISCAL IMPACT:

Cost for Credential Technician - \$76,501 General fund Cost for Paraeducator II's - \$47,369 Special Ed Savings for Secretary - \$33,497.17 MSAP Savings for Warehouse Worker - \$6,859 Cafeteria fund

### **RECOMMENDATION:**

Approve the establishment, abolishment, and reduction, of positions, as presented

### ADDITIONAL MATERIAL(S): None

### Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch DATE OF MEETING: February 4, 2015

STUDY SESSION	
CLOSED SESSION	
SECTION A: PRELIMINARY	
SECTION B: HEARINGS	
SECTION C: CONSENT	<b>X</b>
SECTION D: ACTION	
SECTION E: REPORTS/DISCUSSION	
SECTION F: BOARD POLICIES 1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading
-	-
TITLE: Personnel Actions (Vaca/Koch)	

### **DESCRIPTION OF AGENDA ITEM:**

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 salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

**RECOMMENDATION:** 

Approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL(S):

Classified Personnel Actions Certificated Personnel Actions

### **CERTIFICATED PERSONNEL**

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES		
Larry Brandenburg	Teacher, Physical Education, Curren	December 11, 2014
Michele Frayer	Teacher, Science, Chavez	January 27, 2014
Dennis Mc Sweeney	Teacher, Physical Education, Curren	January 22, 2015
Cynthia Arevalo	Substitute Teacher	2014/2015 School Year
Dennis Mc Sweeney	Substitute Teacher	2014/2015 School Year
Kathy Navarro	Substitute Teacher	2014/2015 School Year
Carolyn Reed	2014/2015 School Year	
Intervention Services Provide	r (less than 20 hours per week not to exceed	
<u>75% or 135 days a year</u>		
Somer Levine	Curren	February 17, 2015
Kathleen Sullivan	Marshall	January 26, 2015

<u>New Hire</u>		
Castillo, Alejandra	Intermediate School Secretary (B), Position #789 Haydock 8.0 hrs./192 days	01/22/2015
Coronado, Stephanie	Intermediate School Secretary, Position #6710 Soria 8.0 hrs./192 days	01/22/2015
Hernandez, Lorena	Child Nutrition Worker, Position #2838 Frank 4.0 hrs./185 days	01/15/2015
Jimenez, Victoria	Preschool Assistant (B), Position #6360 McKinna 3.0 hrs./183 days	01/12/2015
Ng, Michelle	Intermediate School Secretary (B), Position #6241 Chavez 8.0 hrs./192 days	01/12/2015
Saucedo, Bellinda	Intermediate School Secretary (B), Position #6244 Lemonwood 8.0 hrs./192 days	01/22/2015
Vargas, Veronica	Child Nutrition Worker, Position #2425 Fremont 5.0 hrs./185 days	01/22/2015
Limited Term		
Alfaro Vazquez, Karen	Paraeducator	01/12/2015
Bautista, Juan P.	Outreach Specialist	01/12/2015
Gutierrez Capito, Gloria	Paraeducator	01/12/2015
Lamberti Cordero, Jesus	Child Nutrition Worker	12/08/2014
	Paraeducator	
Napoles, Ruben		01/12/2015
Razo, Rudy	Site Technology Technician	01/12/2015
Segura, Veronica	Paraeducator	01/12/2015
Torres Vargas, Susam A.	Paraeducator	01/12/2015
Zavala, Casey	Paraeducator	01/22/2015
Increase in Hours		
Abarca, Esperanza	Paraeducator II (B), Position #1423 Driffill 5.75 hrs./183 days	01/22/2015
	Paraeducator II (B), Position #1423 Driffill 5.0 hrs./183 days	
Padilla, Steven A.	Paraeducator III, Position #2105 Pupil Services 5.75 hrs./183 days	01/21/2015
	Paraeducator III, Position #2105 Pupil Services 5.5 hrs./183 days	
Transfer		
Avalos, Manuel	Child Nutrition Worker, Position #6550	01/01/2015
	Fremont 5.5 hrs./185 days	01,01,2010
	Child Nutrition Worker, Position #2139	
	Curren 4.5 hrs./185 days	
Lara, Elizabeth Z.	Paraeducator II (B), Position #6451	01/12/2015
Lara, Liizautili Z.	Pupil Services 5.75 hrs./183 days	01/12/2013
	· ·	
	Paraeducator II (B), Position #1049	
	Pupil Services 5.0 hrs./183 days	

### **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 02/04/15

### MEASURE M6 GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT AUDIT REPORT, JUNE 30, 2014 (Cline/Penanhoat)

In November 2006, a general obligation bond proposition (Measure M6) of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees of the District has established a Citizens' Bond Oversight Committee whose principal purpose is to review the bond expenditures and ensure their use for the purposes set forth in the ballot measure, as well as to inform the public as to such expenditures.

Section 1(b)(3)(C) of Article XIIIA of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects.

The Measure M6 General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2014, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

### FISCAL IMPACT

None.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Measure M6 General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2014.

### **ADDITIONAL MATERIAL**

Attached:Measure M6 General Obligation Bond Building Fund of Oxnard School<br/>District Audit Report, June 30, 2014 (20 pages)

### DISTRICT GOALS

Goal 6 – Develop the Annual Budget to Support the Educational Goals of the District

**AUDIT REPORT** 

For the Fiscal Year Ended June 30, 2014



For the Fiscal Year Ended June 30, 2014 Table of Contents

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and Other Matters Based on an Audit of Financial Statements Performed in Accordance with
Government Auditing Standards10
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**Financial Section** 

Introduction and Citizens' Oversight Committee Member Listing June 30, 2014

Oxnard School District consists of three middle schools, 16 elementary schools, and one K-8 school supported by a District Office and an operations center. The District serves approximately 16,500 students.

On November 7, 2006, the voters of the Oxnard School District approved by more than 55% Measure "M6", authorizing the issuance and sale of \$64,000,000 of general obligation bonds. On February 22, 2007, the District issued Series A of the Election of 2006 General Obligation bonds in the amount of \$32,000,000. The bonds were issued to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities, and to pay costs of issuance of the bonds. On July 23, 2008, the District issued Series B of the Election of 2006 General Obligation bonds in the amount of \$31,997,467. The bonds were issued to finance the construction and modernization of school facilities and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, AB1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2014:

Name	Title	Representation
Francisco Barba	Chair	At-Large Community Member
Crittenden Ward	Vice-Chair	Senior Citizen Group Representative
Nancy Lindholm	Member	Business Representative
Charles McLaughlin	Member	Taxpayer Organization Member
Steve Rodarte	Member	Parent/ Guardian of Child in District
Gerardo Gonzalez	Member	At-Large Community Member
David Cates	Member	Parent/ Guardian of Child in District and Active in Parent Teacher Organization
Edward Castillo	Member	At-Large Community Member



### **INDEPENDENT AUDITORS' REPORT**

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

#### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Measure "M6" General Obligation Bond Building Fund of Oxnard School District, as of and for the fiscal year ended June 30, 2014, and the related notes to the financial statements, as listed in the table of contents.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "M6" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2014, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | CJ Gaunder Singh, CPA | Kevin Brejnak, CPA, CFE | James Whittington, CPA, CFE, CGFM

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 F: (844) 557-3444

#### **Emphasis of Matter**

As discussed in Note 1, the financial statements present only the Measure "M6" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2014, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated January 8, 2015 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Nigo & Nigo, PC

Murrieta, California January 8, 2015

June 30, 2014

	Measure "M6" Building Fund		
ASSETS			
Cash	\$	183,436	
Accounts receivable		650	
Total Assets	\$	184,086	
LIABILITIES AND FUND BALANCE			
Liabilities	¢		
Accounts payable	\$	11,115	
Due to other funds		79,905	
Total Liabilities		91,020	
Fund Balance			
Restricted for capital projects		93,066	
Total Liabilities and Fund Balance	\$	184,086	

L

Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2014

	Measure "M6" Building Fund			
REVENUES				
Interest earnings	\$	11,139		
Total Revenues		11,139		
EXPENDITURES				
Current:				
Materials and supplies		606,527		
Services and other operating expenditures		211,332		
Capital outlay		6,321,288		
Debt service:				
Debt issuance costs		209,929		
Total Expenditures		7,349,076		
Excess (Deficiency) of Revenues				
Over (Under) Expenditures		(7,337,937)		
OTHER FINANCING SOURCES (USES)				
Proceeds from refunding bonds		11,835,000		
Premium on issuance of debt		1,633,973		
Payment to escrow agent for defeased debt		(13,259,044)		
Total Other Financing Sources (Uses)		209,929		
Net Change in Fund Balance		(7,128,008)		
Fund Balance, July 1, 2013		7,221,074		
Fund Balance, June 30, 2014	\$	93,066		

*Notes to Financial Statements June 30, 2014* 

### **NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES**

### A. Reporting Entity

On November 7, 2006 the District voters authorized \$64,000,000 in General Obligation Bonds (Measure "M6") for the purpose of financing the modernization and construction of school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District's Governing Board and Superintendent, the Citizens' Bond Oversight Committee, was established. The Committee's oversight goals include ensuring compliance with conditions of Measure "M6".

The Bond proceeds are accounted for in the District's Building Fund (212), where they are expended for the approved projects. The statements presented are for the individual Measure "M6" General Obligation Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operations.

### B. Basis of Accounting

The Measure "M6" General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after yearend. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

#### C. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District's governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

#### **D.** Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

### E. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Notes to Financial Statements June 30, 2014

### **NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)**

### E. Fund Balances (continued)

**Nonspendable**: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted**: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed**: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned**: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned**: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

### F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

### NOTE 2 – CASH

### **Pooled Funds**

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

*Notes to Financial Statements June 30, 2014* 

### NOTE 2 - CASH (continued)

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2014, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

### **NOTE 3 – ACCOUNTS RECEIVABLE**

The total accounts receivable at June 30, 2014 in the amount of \$650 represents amounts due from the City of Oxnard for reimbursement of repairs to City property and amounts due from Ventura County Treasurer for interest earnings for the quarter ended June 30, 2014.

### **NOTE 4 – INTERFUND ACTIVITIES**

Interfund activity as of and for the fiscal year ended June 30, 2014 was as follows:

### Due To Other Funds

Building Sub-Fund 212 due to Sub-Fund 211 for expenditures related to Measure M6 Building Sub-Fund 212 due to Sub-Fund 213 for expenditures related to Measure M6	\$ 2,446 77,459
	\$ 79,905

### NOTE 5 - MEASURE "M6" GENERAL OBLIGATION BONDS

On February 22, 2007, the District issued \$32 million of Series A Election of 2006 General Obligation Bonds, and on July 23, 2008, the District issued \$31,997,467 of Series B bonds. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities, and to pay costs of issuance.

### **2014 General Obligation Refunding Bonds**

On June 19, 2014 the District issued \$11,835,000 of General Obligation Refunding Bonds. The bonds consist of serial bonds bearing fixed rates ranging from 4.0 to 5.0 percent with annual maturities from August 2014 through August 2027. The net proceeds of \$13,259,044 (after issuance costs of \$209,929 and issue premium of \$1,633,973) were used to refund a portion of the District's outstanding General Obligation Bonds, 2006 Series A.

The net proceeds were used to purchase U.S. government securities. Those securities were deposited into an irrevocable trust with an escrow agent to provide for future debt service payments on the refunded bonds. As a result, the refunded bonds are considered to be defeased, and the related liability for the bonds has been removed from the District's liabilities. The principal balance of \$12,475,000 was outstanding on the defeased debt as of June 30, 2014.

Notes to Financial Statements June 30, 2014

### NOTE 5 - MEASURE "M6" GENERAL OBLIGATION BONDS (continued)

The refunding decreased the District's total debt service payments by \$825,263. The transaction resulted in an economic gain (difference between the present value of the debt service on the old and the new bonds of \$698,660.

Measure "M6" Bonds and related refunding bonds issued and outstanding as of June 30, 2014 are as follows:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2013	Additions	Deductions	Refunded During the year	Outstanding, June 30, 2014
2006, Series A	3.8% to 6.75%	2/22/2007	8/1/2036	\$ 32,000,000	\$ 29,465,000	\$ -	\$ 705,000	\$ 12,475,000	\$ 16,285,000
2006, Series B	3.0% to 5.74%	7/23/2008	7/1/2033	31,997,467	30,567,467	-	785,000	-	29,782,467
2014 Refunding	4.0% to 5.0%	6/19/2014	8/1/2027	11,835,000	-	11,835,000	-	-	11,835,000
					\$ 60,032,467	\$ 11,835,000	\$ 1,490,000	\$ 12,475,000	\$ 57,902,467

The requirements to amortize outstanding general obligation bonds are as follows:

Fiscal Year	Principal	Interest	Total
2014-15	\$ 1,825,000	\$ 2,005,273	\$ 3,830,273
2015-16	1,770,000	2,123,094	3,893,094
2016-17	1,855,000	2,044,819	3,899,819
2017-18	2,010,000	1,967,519	3,977,519
2018-19	2,170,000	1,879,944	4,049,944
2019-24	13,900,000	7,737,845	21,637,845
2024-29	16,000,225	8,447,494	24,447,719
2029-34	12,787,242	15,403,865	28,191,107
2034-37	5,585,000	373,734	5,958,734
Total	\$ 57,902,467	\$ 41,983,587	\$ 99,886,054

Other Independent Auditors' Reports



### INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "M6" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2014, and the related notes to the financial statements, and have issued our report thereon dated January 8, 2015.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nigo & Nigo, PC

Murrieta, California January 8, 2015



#### **INDEPENDENT AUDITORS' REPORT ON PERFORMANCE**

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

We have examined the Oxnard School District's compliance with the performance requirements for the Proposition 39 Measure "M6" General Obligation Bond for the fiscal year ended June 30, 2014, under the applicable provisions of Section 1(b)(3)(C) of Article XIIIA of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

#### **Objectives**

The objectives of the examination of compliance applicable to the District are to determine with reasonable assurance that:

- The expenditures charged to the Oxnard School District Building Fund (212) are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "M6".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

#### Scope of the Audit

The scope of our performance audit covered the fiscal period from July 1, 2013 to June 30, 2014. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2014 were not reviewed or included within the scope of our audit or in this report.

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#### **Procedures Performed**

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2014 for the Measure "M6" General Obligation Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure "M6" with regards to the approved bond projects list. We performed the following procedures:

To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.
- We tested approximately \$4.3 million in bond fund invoices paid (approximately 60%). This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to the subcontractors and other vendors.
- We reviewed the official ballot language as set out in the Measure "M6" election documents.
- We visited the construction site at Driffill Elementary School to ensure that expenditures made corresponded with the actual work performed at the site.
- We verified that funds from the Building Fund (212) were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund (212) were not used for salaries of school administrators or other operating expenses of the District.
- We reviewed documents for the major project undertaken during the year to ensure that proper bidding procedures were followed pursuant to Public Contract Code Section 22032.
- We verified that the District did not exceed change order limitations in excess of 10% pursuant to Public Contract Code.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

In our opinion, the District complied with the compliance requirements for the Measure "M6" General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens' Bond Oversight Committee; however, this report is a matter of public record.

Nigro & Nigro, PC

Murrieta, California January 8, 2015

Findings and Responses

Schedule of Audit Findings and Responses June 30, 2014

There were no audit findings or responses in 2013-14.

*Summary Schedule of Prior Audit Findings and Responses June 30, 2014* 

There were no audit findings or responses in 2012-13.

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 02/04/15

CLOSED SESSION	
SECTION B: HEARINGS	
SECTION C: CONSENT	<u> </u>
SECTION D: ACTION	<u>X</u>
SECTION E: REPORTS/DISCUSSION	
SECTION F: BOARD POLICIES	

## MEASURE R GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT AUDIT REPORT, JUNE 30, 2014 (Cline/Penanhoat)

In November 2012, a general obligation bond proposition (Measure R) of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees of the District has established a Citizens' Bond Oversight Committee whose principal purpose is to review the bond expenditures and ensure their use for the purposes set forth in the ballot measure, as well as to inform the public as to such expenditures.

Section 1(b)(3)(C) of Article XIIIA of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects.

The Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2014, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

## FISCAL IMPACT

None.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2014.

## ADDITIONAL MATERIAL

Attached:Measure R General Obligation Bond Building Fund of Oxnard School<br/>District Audit Report, June 30, 2014 (20 pages)

## **DISTRICT GOALS**

Goal 6 – Develop the Annual Budget to Support the Educational Goals of the District

**AUDIT REPORT** 

For the Fiscal Year Ended June 30, 2014



For the Fiscal Year Ended June 30, 2014 Table of Contents

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## **OTHER INDEPENDENT AUDITORS' REPORTS**

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## **FINDINGS AND RESPONSES**

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**Financial Section** 

Introduction and Citizens' Oversight Committee Member Listing June 30, 2014

Oxnard School District consists of three middle schools, 16 elementary schools, and one K-8 school supported by a District Office and an operations center. The District serves approximately 16,500 students.

On November 6, 2012, the voters of the Oxnard School District approved by more than 55% Measure "R", authorizing the issuance and sale of \$90,000,000 of general obligation bonds. On December 27, 2012, the District issued Series A of the Election of 2012 General Obligation bonds in the amount of \$18,390,000. The bonds were issued to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities, and to pay costs of issuance of the bonds. On May 30, 2013, the District issued Series B of the Election of 2012 General Obligation bonds in the amount of \$25,500,000. The bonds were issued to finance the construction and modernization of school facilities and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, AB1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2014:

Name	Title	Representation
Karen Hill Scott	Chair	At-Large Community Member
Vacant	Vice Chair	Senior Citizen Group Representative
Nancy Lindholm	Member	Business Representative
Charles McLaughlin	Member	Taxpayer Organization Member
Teresa Torres	Member	Parent/ Guardian of Child in District
Jessica Vargas	Member	Parent/ Guardian of Child in District and Active in Parent Teacher Organization
Vacant	Member	At-Large Community Member



#### **INDEPENDENT AUDITORS' REPORT**

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

#### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Measure "R" General Obligation Bond Building Fund of Oxnard School District, as of and for the fiscal year ended June 30, 2014, and the related notes to the financial statements, as listed in the table of contents.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "R" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2014, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

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#### **Emphasis of Matter**

As discussed in Note 1, the financial statements present only the Measure "R" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2014, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 8, 2015 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Nigo & Nigo, PC

Murrieta, California January 8, 2015

June 30, 2014

	-	leasure "R" 1ilding Fund
ASSETS		
Cash	\$	33,363,325
Accounts receivable		27,522
Due from other funds		94,900
Total Assets	\$	33,485,747
LIABILITIES AND FUND BALANCE		
Liabilities		
Accounts payable	\$	1,271,088
Fund Balance		
Restricted for capital projects		32,214,659
Total Liabilities and Fund Balance	\$	33,485,747

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Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2014

	Measure "R" Building Fund	
REVENUES		
Interest earnings	\$	120,282
Other local revenue		339
Total Revenues		120,621
EXPENDITURES		
Current:		
Services and other operating expenditures		2,815,816
Capital outlay		3,215,944
Total Expenditures		6,031,760
Net Change in Fund Balance		(5,911,139)
Fund Balance, July 1, 2013		38,125,798
Fund Balance, June 30, 2014	\$	32,214,659

Notes to Financial Statements June 30, 2014

### **NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES**

#### A. Reporting Entity

On November 6, 2012, the District voters authorized \$90,000,000 in General obligation Bonds (Measure "R") for the purpose of financing the modernization and construction for school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District's Governing Board and Superintendent, the Citizens' Bond Oversight Committee, was established. The Committee's oversight goals include ensuring compliance with conditions of Measure "R".

The Bond proceeds are accounted for in the District's Building Fund (213), where they are expended for the approved projects. The statements presented are for the individual Measure "R" General Obligation Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operations.

## B. Basis of Accounting

The Measure "R" General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after yearend. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

#### C. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District's governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

#### **D.** Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

### E. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

*Notes to Financial Statements June 30, 2014* 

## **NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)**

#### E. Fund Balances (continued)

**Nonspendable**: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted**: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed**: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned**: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned**: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

#### F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

#### NOTE 2 – CASH

#### **Pooled Funds**

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

*Notes to Financial Statements June 30, 2014* 

## NOTE 2 - CASH (continued)

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2014, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

## **NOTE 3 – ACCOUNTS RECEIVABLE**

The total accounts receivable at June 30, 2014 in the amount of \$27,522 represents amounts due from the Ventura County Treasurer for interest earnings for the quarter ended June 30, 2014.

## **NOTE 4 – INTERFUND ACTIVITIES**

Interfund activity as of and for the fiscal year ended June 30, 2014 was as follows:

#### **Due From Other Funds**

Due from the Building Sub-Fund 211 to Sub-Fund 213 for expenditures related to Measure L	\$ 17,441
Due from the Building Sub-Fund 212 to Sub-Fund 213 for expenditures related to Measure M6	77,459
	\$ 94,900

#### **Interfund Transfers**

There were no interfund transfers for the 2013-14 fiscal year.

#### NOTE 5 - MEASURE "R" GENERAL OBLIGATION BONDS

On December 27, 2012, the District issued \$18,390,000 of Series A of the Election of 2012 General Obligation bonds, and on May 30, 2013, the District issued \$25.5 million of Series B bonds. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Measure "R" Bonds issued and outstanding as of June 30, 2014 are as follows:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2013	Additions	Deductions	Outstanding, June 30, 2014
2012, Series A	2.0% to 5.0%	12/27/2012	8/1/2043	\$ 18,390,000	\$ 18,390,000	\$ -	\$ -	\$ 18,390,000
2012, Series B	3.375% to 5.0%	5/30/2013	8/1/2043	25,500,000	25,500,000	-		25,500,000
					\$ 43,890,000	\$ -	\$ -	\$ 43,890,000

Notes to Financial Statements June 30, 2014

## NOTE 5 - MEASURE "R" GENERAL OBLIGATION BONDS (continued)

The requirements to amortize outstanding Measure "R" general obligation bonds are as follows:

Fiscal Year	Principal	Interest	Total
2014-15	\$ 435,000	\$ 1,775,119	\$ 2,210,119
2015-16	265,000	1,766,794	2,031,794
2016-17	290,000	1,757,019	2,047,019
2017-18	330,000	1,747,093	2,077,093
2018-19	155,000	1,739,869	1,894,869
2019-24	1,580,000	8,543,219	10,123,219
2024-29	3,635,000	7,961,925	11,596,925
2029-34	7,130,000	7,030,222	14,160,222
2034-39	12,595,000	5,034,712	17,629,712
2039-44	17,475,000	1,922,650	19,397,650
Total	\$ 43,890,000	\$ 39,278,622	\$ 83,168,622

## **NOTE 6 – CONSTRUCTION COMMITMENTS**

At June 30, 2014, the District had commitments with respect to unfinished capital projects of \$5,482,466 to be paid from a combination of state and local funds.

Other Independent Auditors' Reports



### INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "R" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2014, and the related notes to the financial statements, and have issued our report thereon dated January 8, 2015.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

10

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#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and responses as Finding 2014-1.

#### **Oxnard School District's Response to Finding**

Oxnard School District's response to the finding identified in our audit is described in the accompanying schedule of findings and responses. Oxnard School District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nigro & Nigro, PC

Murrieta, California January 8, 2015



#### **INDEPENDENT AUDITORS' REPORT ON PERFORMANCE**

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

We have examined the Oxnard School District's compliance with the performance requirements for the Proposition 39 Measure "R" General Obligation Bond for the fiscal year ended June 30, 2014, under the applicable provisions of Section 1(b)(3)(C) of Article XIIIA of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

#### **Objectives**

The objectives of the examination of compliance applicable to the District are to determine with reasonable assurance that:

- The expenditures charged to the Oxnard School District Building Fund (213) are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "R".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

#### Scope of the Audit

The scope of our performance audit covered the fiscal period from July 1, 2013 to June 30, 2014. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2014 were not reviewed or included within the scope of our audit or in this report.

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#### **Procedures Performed**

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2014 for the Measure "R" General Obligation Bond Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure "R" with regards to the approved bond projects list. We performed the following procedures:

To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.
- We tested approximately \$3.0 million in bond fund invoices paid (approximately 50%). This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to the construction manager.
- We reviewed the official ballot language as set out in the Measure "R" election documents.
- We visited construction sites at Driffill Elementary School to ensure that expenditures made correspond with the actual work performed at the site.
- We verified that funds from the Building Fund (213) were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund (213) were not used for salaries of school administrators or other operating expenses of the District.
- We reviewed documents for projects undertaken during the year to ensure that proper building procedures were followed pursuant to Public Contract Code Section 22032.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

In our opinion, the District complied with the compliance requirements for the Measure "R" General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens' Bond Oversight Committee; however, this report is a matter of public record.

Nigo & Nigo, PC

Murrieta, California January 8, 2015

Findings and Responses

Schedule of Audit Findings and Responses June 30, 2014

## Finding 2014-1: Citizens' Oversight Committee

Education Code Section 15282(a) states that the Citizens' Oversight Committee must consist of at least seven members and must be comprised of the following members: one member shall be active in a business organization representing the business community located within the district, one member shall be active in a senior citizens' organization, one member shall be active in a bona fide taxpayers' organization, one member shall be the parent or guardian of a child enrolled in the district, and one member shall be both a parent or guardian of a child enrolled in the district in a parent-teacher organization, such as the Parent Teacher Association or schoolsite council. The Citizens' Oversight Committee currently has only five members, and no one from a senior citizens group.

**Recommendation:** The District should continue performing its due diligence in seeking out new members to ensure that there are at least seven present on the Citizens' Oversight Committee, and that one of them is from a senior citizens group.

**District Response:** The District has continued to seek potential members to fill all vacant positions on the Measure "R" Bond Oversight Committee. At their October 15, 2014 meeting, the Board of Trustees appointed Ms. Jeannette Padilla as the Senior Citizens' Organization Representative. The anticipated appointment at their January 21, 2015 board meeting of Mr. Crittenden Ward as a Community-at-Large representative, will bring the committee to a full seven member committee with proper representation from all required areas.

*Summary Schedule of Prior Audit Findings and Responses June 30, 2014* 

There were no audit findings or responses in 2012-13.

## **BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales

Date of Meeting: 02-04-15

Study Session \_\_\_\_

- Preliminary A.
- Hearing: B.
- Consent Agenda C.
- Action Items Х D.
- E.
- Report/Discussion Items (no action) Board Policies  $1^{st}$  Reading \_\_\_\_\_  $2^{nd}$  Reading F.

## Consider the Approval of a Resolution by the Governing Board to Initiate a Change of Its Election System to By-Trustee Area Elections for the 2016 Governing Board Election **DESCRIPTION:**

Members of the Board of Trustees of the Oxnard School District ("School District" or "District") are currently elected in "at-large" elections, i.e., elections in which "each governing board member [is] elected by the registered voters of the entire school district." (Education Code Section 5030(a)). It is, however, the considered view of the Board of Trustees that starting with the 2016 board elections, the public interest may also be well-served by election of its governing board members in "by-trustee area" elections, i.e., elections in which "one or more members residing in each trustee area [is] elected by the registered voters of that particular trustee area." (Education Code Section 5030(b).)

California Education Code sections 5019(a) & (c)(1) and 5030 authorize the Ventura County Committee on School District Organization, upon application of a school district's governing board, to change the method of election in a school district under its jurisdiction. Other legal requirements must also be met to implement the change. Changing to "by-trustee area" elections may enhance the ability for a greater number of candidates to run for seats on the Board by eliminating the costs associated with running for election district-wide. The Board of Trustees believes that "by-trustee area" elections would make it easier for trustees to get to know their constituents and for constituents to get to know their trustees. In addition, "at-large" electoral systems like the one currently used by the District are vulnerable to challenge under the California Voting Rights Act ("CVRA"), Elections Code sections 14025-14032. The District does not wish to risk costly litigation. A successful plaintiff under the CVRA will typically be entitled to attorneys' fees and expert costs, creating great financial risk to any district sued.

## FISCAL IMPACT:

Should the Board decide to move forward to redistricting, attorney fees as well as demographer fees would be required. Additional, demographer's fees will fall in the range of \$25,000-\$35,000. Attorney fees would vary depending on the complexity of the demographer's work, revisions, number of public meetings and board decisions thereto.

## **RECOMMENDATION:**

It is recommended that the Board of Trustees discuss and consider the Resolution to initiate a change of its election system to by-trustee area elections for the 2016 governing board election.

## **ADDITIONAL MATERIAL(S):** Resolution #14-26

## **DISTRICT GOAL(S):**

• Goal 1: Improve Communication With Community And Staff

## **RESOLUTION REQUESTING THE ESTABLISHMENT OF TRUSTEE AREAS AND STATEMENT OF INTENT TO SEEK WAIVER OF ELECTION**

## BEFORE THE GOVERNING BOARD OF THE OXNARD SCHOOL DISTRICT OF VENTURA COUNTY, CALIFORNIA

In the Matter of Instituting By-Trustee Area Elections	<b>RESOLUTION NO. 14-26</b>
	A Resolution by the Governing Board to Initiate a Change of Its Election System to By-Trustee Area Elections for the 2016 Governing Board Election

## RECITALS

1. California Education Code sections 5019(a) & (c)(l) and 5030 authorize the Ventura County Committee on School District Organization ("County Committee"), upon application of a school district's governing board, to change the method of election in a school district under its jurisdiction; and

2. Members of the Board of Trustees of the Oxnard School District ("School District" or "District") are currently elected in "at-large" elections, i.e., elections in which "each governing board member [is] elected by the registered voters of the entire school district" [Education Code section 5030(a)]; and

3. The at-large system has, over the years, resulted in the election of a diverse membership to the Board in fair and open elections; and

4. No one has demanded that the District change its method of election; and

5. It is, however, the considered view of the Board of Trustees that starting with the 2016 board elections, the public interest may also be well-served by election of its governing board members in "by-trustee area" elections, i.e., elections in which "one or more members residing in each trustee area [is] elected by the registered voters of that particular trustee area" [Education Code section 5030(b)]; and

6. The Board of Trustees believes that "by-trustee area" elections may enhance the ability for a greater number of candidates to run for seats on the Board by eliminating the costs associated with running for election district-wide; and

7. The Board of Trustees believes that "by-trustee area" elections may make it easier for trustees to get to know their constituents and for constituents to get to know their trustees; and

8. Additionally, "at-large" electoral systems like the one currently used by the District are subject to challenge under the California Voting Rights Act, Elections Code sections 14025-14032; and

9. The Oxnard School District does not wish to risk costly litigation; and

10. A successful plaintiff under the CVRA will typically be entitled to reasonable attorney's fees, creating great financial risk to any jurisdiction sued; and

11. Jurisdictions sued under the CVRA have been forced to pay high attorneys' fee claims to plaintiffs' counsel, as well as paying their own attorneys; and

12. Although Education Code section 5020 requires a County Committee's resolution approving a change in the method of electing board members must normally be submitted to the electorate for its approval at the District's next regular election, the Board of Trustees intends to seek a waiver of the voter approval requirement as permitted by law; and

13. Education Code sections 33050-33053 authorize the State Board of Education to waive this voter approval requirement that could reduce the costs and risks associated with this proposed change in the manner of electing board members; and

14. The Board of Trustees believes that it is appropriate to seek a waiver of the election requirement in Education Code section 5020, and portions of sections 5019, 5021 and 5030, in time to implement by-trustee area elections for the Board's 2016 election, because an election to approve the change in voting methods will result in a cost to the District and uncertainty as to outcome despite the fact that at-large electoral systems such as the Districts are subject to challenge under the California Voting Rights Act at great financial risk to the District; and

15. The adoption of by-trustee area elections will not affect the terms of any sitting Trustee, each of which will serve out his or her current term; and

16. The Board, cognizant of its reduced operating revenues and need for fiscal responsibility, desires to implement this change in the manner of electing board members in the most cost effective and efficient manner.

NOW, THEREFORE, BE IT RESOLVED as follows:

A. The above recitals are true and correct.

- B. The Board hereby determines that the trustee area boundary lines shall be developed to provide for elections by-trustee areas for its elections in 2016;
- C. By this resolution, and pursuant to Education Code sections 5019(a) and 5030, the Board of Trustees applies to the Ventura County Committee on School District Organization to have the County Committee adopt a change in the method of electing members of the Board from "at-large elections" [Education Code section 5030(a)] to "by-trustee elections" [Education Code section 5030(b)] for its elections in 2016.
- D. Before submitting a specific proposal for a trustee area plan using the 2010 census data, one or more public hearings shall be scheduled to obtain additional public input on such proposals.
- E. The Board shall apply to the Ventura County Committee for establishment of trustee areas pursuant to Education Code section 5019(a) in a timely manner to have the 2016 elections for the Board conducted within the new trustee areas.
- F. The Superintendent shall send a copy of this Resolution to the County Committee for action in accordance with law.
- G. District Superintendent is hereby directed to work with legal counsel to prepare an additional resolution from this board and to implement the applicable legal requirements in a timely manner to seek a waiver from the State Board of Education of the election requirement imposed by the Education Code, and conduct a hearing as required by statute.
- H. The Superintendent shall consult with legal counsel to resolve all legal issues necessary to give effect to this Resolution.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee \_\_\_\_\_\_, seconded by Trustee \_\_\_\_\_\_, at a regular/special meeting held on \_\_\_\_\_\_, 2015, by the following vote:

AYES: NOES: ABSENT: DATED: \_\_\_\_\_, 2015

President, Board of Trustees

## CERTIFICATION

I, \_\_\_\_\_, Clerk to the Board of Trustees of the Oxnard School District, certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on \_\_\_\_\_, 2015.

DATED: \_\_\_\_\_, 2015

Clerk, Board of Trustees Oxnard School District

## **BOARD AGENDA ITEM**

Name of Contributor: Nancy Carroll/Lisa Cline

Date of Meeting: 02/04/15

STUDY SESSION	
CLOSED SESSION	
SECTION A: PRELIMINARY	
SECTION B: HEARINGS	
SECTION C: CONSENT	
SECTION D: ACTION	
SECTION E: REPORTS/DISCUSSION	X
SECTION F: BOARD POLICIES 1 <sup>ST</sup> R	eading $2^{nd}$ Reading

## Report on Local Control Accountability Plan Timeline and Actions 2015-16 (Carroll/Cline)

The Board will receive a report regarding the Local Control Accountability Plan (LCAP) timeline and necessary actions for the 2015-16 fiscal year.

## FISCAL IMPACT

None.

## **RECOMMENDATION**

None – Information Only

## **ADDITIONAL MATERIAL**

Attached: Local Control Accountability Plan Timelines (LCAP) 2015-16 (1 page)

## 2015-16 LCAP Timeline

		<b>C</b> 1 <b>I</b>	<b>Finish</b>	Duration	Jan 2015	015 Feb 2015			Mar 2015							May 2015					Jun 2015				
ID	Task Name	Start	Start Finish		1/25	2/1	2/8 2/1	5 2/22	3/1	3/8	3/15	3/22	3/29	4/5	4/12	4/19	4/26	5/3	5/10	5/17	5/24	5/31	6/7	6/14	6/21 6/28
1	LCAP Prep Meeting to Develop action results and input cards	1/22/2015	1/28/2015	5d																					
2	ILT Share LCAP Results and Input Card. Prepare for Site Meetings on same	1/29/2015	1/29/2015	1d	•																				
3	Board E-Report on LCAP Timeline and Actions for 2014-15 and 2015-16	2/4/2015	2/4/2015	1d																					
4	State of the District Presentation - PAC	2/11/2015	2/11/2015	1d			I																		
5	Principals present LCAP presentation to Staff and Parents	2/12/2015	3/5/2015	16d																					
6	LCAP Committee Meeting to review 2014-15 Action Results and 2015-16 timeline and new formatting	2/19/2015	2/19/2015	1d																					
7	District Staff Presentation on LCAP and Input	2/24/2015	2/24/2015	1d				I																	
8	Feedback Window	2/11/2015	3/6/2015	18d																					
9	Tally Feedback	3/9/2015	3/13/2015	5d																					
10	LCAP Committee Update 2015-16 LCAP Plan	3/24/2015	3/26/2015	3d																					
11	Superintendent Review Period	4/1/2015	4/17/2015	13d																					
12	Public Review Period	4/20/2015	5/1/2015	10d																					
13	Board Study Session on LCAP Public Hearing for Comments	6/3/2015	6/3/2015	1d																					
14	Board Adoption of 2015-16 LCAP	6/24/2015	6/24/2015	1d																					

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 02/04/15

STUDY SESSION	
CLOSED SESSION	
SECTION B: HEARINGS	
SECTION C: CONSENT	<b></b>
SECTION D: ACTION	
SECTION E: REPORTS/DISCUSSION	<u>    X                                </u>
SECTION F: BOARD POLICIES	

## Budget Update (Cline)

The Administration will present an updated report on the status of the State Budget for the 2015-16 fiscal year.

## FISCAL IMPACT:

Information only.

## **RECOMMENDATION:**

None- Information only.

## ADDITIONAL MATERIAL(S):

Attached: None.



## OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2015

## (UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH 'A' STREET, STARTING AT 7:00 PM)

January	21	Regular Board Meeting (Note: only ONE meeting in January)
February	4	Regular Board Meeting
	18	Regular Board Meeting
March	4	Regular Board Meeting
	18	Regular Board Meeting
April 15		Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
	20	Regular Board Meeting
June	3	Regular Board Meeting
	24	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
	19	Regular Board Meeting
September	2	Regular Board Meeting
	16	Regular Board Meeting
October	7	Regular Board Meeting
	21	Regular Board Meeting
November	4	Regular Board Meeting (Note: only ONE meeting in November)
<u> </u>		Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time. NOTE: Changes are indicated in italics/bold.

Board Approved: 12-10-14

*Mission: "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning."* 

## INFORMATION CONCERNING BOARD POLICY AND PROCEDURES FOR COMMUNICATIONS WITH THE BOARD

We, the members of the Board of Trustees, welcome visitors at our meetings and appreciate constructive suggestions and comments concerning the programs and services of the Oxnard School District.

The Board has a scheduled order of business to follow. The agenda, which is usually lengthy, has been studied by the members of the Board.

In arriving at decisions, Board members are guided by a desire to provide an educational program that will meet the needs of all children and youth of the District, and a desire to provide for effective operational and personnel functions which support the educational program.

Board members are elected at large, and each member represents all of the people in the community. All actions of the Board are taken in open meeting, and it is the desire of the Board to avoid making decisions that will be detrimental to the best interests of the District, even when such decisions might please individuals or a small group.

Members of the Board of Trustees are locally elected state officials and serve for four-year terms of office. They are responsible for conducting the school system in accordance with requirements of:

The Constitution of the State of California.

The **Education Code and Government Code**, which consist of laws adopted by the California State Legislature.

The Administrative Code, Title 5, Education, which consists of rules adopted by the State Board of Education.

**Rules and Regulations** adopted by the Board of Trustees of this school district.

School Boards and individual Board members follow a code of ethics which has been adopted by the California School Board Association.

Board Meetings are video-taped and televised.

#### PROCEDUES FOR COMMUNICATING WITH THE BOARD

Communication with the Board of Trustees as a unit may be either in writing, by personal appearance at a meeting of the Board or by verbal communications through the District Superintendent.

A. Written Communication. Written communication addressed to the Board of Trustees should reach the office of the District Superintendent not later than the Monday prior to the meeting at which the matter concerned is to be discussed, in order that the subject of the communication may be placed on the agenda. When a holiday observed by the District falls on a Monday, the deadline shall be the Friday immediately preceding.

B. Oral Presentation by Members of the Public to the Board and Requests by the Public to Place a Matter Directly Related to District Business on a Board Agenda. When an individual or group expects to communicate with the Board of Trustees by means of personal appearance at a meeting of the Board or requests that a matter relating to district business be added to the Board's agenda, the District Superintendent should be notified no later than the Wednesday before the Board meeting at which the matter concerned is to be discussed by the Board and those submitting the request. When a holiday observed by the District falls on a Wednesday, the deadline shall be the Tuesday immediately preceding.

1. When this procedure is followed, at the time of the meeting,

the secretary to the Board shall secure the names of those wishing to be heard.

2. When an individual or group makes a personal appearance at a Board meeting without previously having arranged for the matter to be placed on the agenda, the secretary shall be notified before the Board convenes. Discussion may be limited at the discretion of the chairman.

3. It is desirable that when a statement presented to the Board is extensive or is formally requesting consideration of specific items, the statement should be written and a copy filed with the Board of Trustees.

4. The Board may receive comments or testimony at regularly scheduled meetings on matters not on the agenda

Which any member of the public may wish to bring before the Board, provided that no action is taken by the Board on such matters at the same meeting at which such testimony is taken.

5. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are wilfully interrupting the meeting, the members of the Board of Trustees conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section.

6. **Personal Appearance by Members of the Public.** The rules for oral presentations by the public which are not published in an agenda are:

a. Individual presentations are limited to three minutes at a time.

b. Each person speaking to the Board must give his name and city.

c. All remarks will be directed to the chairman.

d. The chairman is in charge of the meeting and will maintain order, set time limits for a total discussion, and will have the prerogative to set time limits for a total discussion, and will have the prerogative to set time limits for individual presentations.

7. Agenda Items Requested by the Public. The Board may discuss and take action on any agenda item properly submitted by a member of the public and published in an agenda. The chairman reserves the right to limit discussion and/or defer further deliberation on an agenda topic to a decision or appropriate action.

C. **Referral for Further Study.** Matters involving legal procedure will be referred to the Superintendent for study or further referral.

D. **Procedures for Complaints from Non-Employees to the Board of Trustees.** The Board's policy (Complaints Concerning School Personnel, 5045 BP) and the related forms for filling a complaint are available from the Superintendent's Office. It is recommended that a charge or complaint be directed to the person, school, or department most immediately involved with the problem. All efforts shall be made to reach a satisfactory conclusion on this level.

However, anyone may present to the Board of Trustees a charge or complaint against an identifiable employee or against a specific school or office in a public Board meeting where the basis for the charge or complaint arises out of the personal actions or omission of an identifiable employee. The presentation of such charge or complaint shall be subject to the following procedures:

1. Any such charge or complaint shall be made in writing and shall be affirmed by the person or persons submitting it. The secretary to the Board will advise, if requested, as to the methods of affirming the truth of the charge or complaint.

2. No such charge or complaint may be orally presented in a meeting of the Board of Trustees or of any of its special committees except as in No. 3 below.

3. The signed, written statement of the charge or complaint shall be submitted to the secretary to the Board of Trustees, or to an appropriate committee as determined by the Board of Trustees in a closed session. The Board of Trustees, if it deems advisable, may allow the person affirming the truth of the statement to appear before the Board of Trustees, or its appropriate committee, in a closed session and to present orally the charge or complaint.

4. The Board of Trustees, or its appropriate committee, will review and, if necessary, investigate the charge or complaint, and will respond in writing to the person who has submitted the written statement.

5. In the event this procedure is not known or followed, the president of the Board of Trustees shall terminate the right of the speaker at the point the charge or use of the staff member's name is brought into the speaker's presentation in a public Board meeting, or at the first indication that the speaker intends to speak against a staff member in such a meeting. The speaker shall immediately be told the reason for terminating his right to speak, and shall be informed of the proper steps to follow in registering his complaint.

#### Authority:

#### California Education Code

35145 —Public Meetings

- 35145.5—Agendas; Public Participation; Regulations
- 35146 —Closed Session

#### **California Government Code**

- 3543.2 —Scope of Representation
- 3549.1 —Proceedings Exempt from Public Meeting Provisions
- 11125.1 -—Availability of Agendas, Documents Prior to Meeting: Closed Session Report of Action With Public Employee
- 11126 —Closed Session; Disciplinary Action; Notice of Public Hearing, Exclusion of Witnesses
- 11126.3 —Reasons for Closed Sessions
- 11128 —Time of Closed Session
- 54957 —Closed Session; "Employee' Defined: Exclusion of Witnesses
- 54957.1 —Subsequent Public Report and Roll Call Vote, Employee Matters in Closed Session
- 54957.2 —Closed Sessions; Clerk; Minute Book
- 54957.6 —Closed Session; Representative with
- Employee Organization
- 54957.7 —Reason for Closed Session

Oxnard School District

Board Bylaws Adopted: October 25, 1978 Revised April 22, 1981; April 30, 1984 6. In the event that an individual registers a charge or complaint with a member of the Board of Trustees in person or by telephone, that Board member should refer the matter to the Superintendent for investigation. When anyone registers a charge or complaint with the Superintendent, he shall investigate that charge or complaint, and then shall report his findings to the complainant and/or Board member.

The Board of Trustees desires to support its staff against any or all charges, be they direct or indirect, made in public meeting of the Board before preliminary investigations have been made. According to the Ralph M. Brown Act, **Government Code** 54950-54960, it is stated that "Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment,

Employment, or dismissal of a public officer or employee or to hear complaints or charges brought against such officer or employee by another public officer, person or employee unless such officer or employee requests a public hearing. The legislative body also may exclude from any such public or private meeting, during the examination of a witness, any or all other witnesses, in the matter being investigated by the legislative body..."

The Board of Trustees realizes its function as a public agency and this policy and/or implementing rules are in no way intended to restrict the right of the public to be heard. This policy and its rules have been adopted to guarantee an orderly process wherein all parties are dealt with fairly and in accordance with due process.