### 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

Ms. Robin I. Freeman

Assistant Superintendent, Educational Services

Ms. Lisa Cline

Assistant Superintendent, Business & Fiscal Services

# AGENDA #5 REGULAR BOARD MEETING

Wednesday, October 7, 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

OPIE TV – Channel 20 & Verizon FIOS - Channel 37

Preliminary October 7, 2015



#### Vision:

Empowering All Children to Achieve Excellence

#### Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.



#### Visión:

Capacitar a cada alumno para que logre la excelencia académica

#### Misión:

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.

# Section A PRELIMINARY

### A.1 Call to Order and Roll Call 5:00 PM The President of the Board will call the meeting to order. A roll call of the Board will be conducted. A.2 Pledge of Allegiance to the Flag Mr. Gregory Brisbine, Principal of Fremont School, will introduce Jordan Fontyn, 8<sup>th</sup> grade student from Fremont School 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 Karyn Frost, 7<sup>th</sup> grade student from Fremont School. A.4 Presentation by Fremont School Mr. Brisbine will provide a short presentation to the Board regarding Fremont School. 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) Moved: Seconded: **ROLL CALL VOTE:** O'Leary \_\_\_\_, Morrison \_\_\_\_, Cordes \_\_\_\_, Duff \_\_\_\_, Robles-Solis \_\_\_\_ A.6 Study Session – STAR 360 Report (Freeman) The Board of Trustees will receive a presentation on the District's implementation of STAR 360, an online assessment system in Reading and Mathematics. 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 and Support Services. Public Comment shall be limited to fifteen

#### A.8 Closed Session

- 1. Pursuant to Section 54956.9 of *Government Code*:
  - ➤ Conference with Legal Counsel Anticipated Litigation: 2 cases
- 2. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:

(15) minutes per subject with a maximum of three (3) minutes per speaker.

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

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

Preliminary October 7, 2015

#### Section A PRELIMINARY

(continued)

#### A.8 Closed Session

- 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
  - Public Employee(s) Reassignment/Appointment:
    - Assistant Principal

#### A.9 Reconvene to Open Session

7:00 PM

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

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

#### A.11 Approval of Minutes

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

Notes: Moved: Seconded:

August 5, 2015, regular meeting

#### A.12 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:

Luis Ramirez - Principal at Harrington School

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

Preliminary October 7, 2015

# 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.

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

Hearings October 7, 2015

# Section B HEARINGS/PUBLIC COMMENT

## B.2 Public Hearing – Appointment of Board Representative On Personnel Commission (Dr. Morales)

This being the date noticed, the Board of Trustees will hold a public hearing per Education Code Section 46256(b)(1) to provide the public an opportunity to comment on the appointment of a Board Representative on the Personnel Commission.

Public Comment:
Presentation:
Board Discussion:

B.3 Public Hearing – Regarding Sunshine of the California School Employees Association's (CSEA) and the Oxnard School District's Initial Proposals for 2015-2016 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

This being the date noticed, the Board of Trustees will hold a public hearing to sunshine the California School Employees Association's (CSEA) and the Oxnard School District's Initial Proposals for 2015-2016 Negotiations. The parties plan to negotiate the following articles:

Public Comment:
Presentation:
Moved:
Seconded:

Board Discussion: Vote:

• Article 7: Evaluations

upon by the parties.

Article 8: Hours and Overtime

Article 11: Professional Growth Awards Program

Article 13: Health and Welfare
 Article 23: Contracting Out
 Article 30: Campus Assistants

Following this public hearing, it is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2015-2016 school year and any additional years as may be mutually agreed

ROLL CA	LL VOTE:				
O'Leary	, Morrison	, Cordes	, Duff	, Robles-Solis	

B.4 Public Hearing – Approval of Hearing to Present Findings of Sufficient Instructional Materials for 2015-2016 and Adopt Resolution #15-09 (Freeman/Ridge)

This being the time and date noticed, the Board of Trustees will hold a public hearing to determine if the district is providing its students with sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for the core subject areas, presented in the resolution.

Public Comment:
Presentation:
Moved:
Seconded:

Board Discussion:

Following this public hearing, it is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees adopt Resolution #15-09 on sufficiency of textbooks or instructional materials for 2015-2016 school year.

Discussion: Vote:

ROLL CALL	VOTE:			
O'Leary,	Morrison _	, Cor	rdes, Duff	C, Robles-Solis

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

Hearings October 7, 2015

### 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 agreement:	Dept/School
#15-106 with Butte County Office of Education/California Mini-Corps, to	Freeman/
provide tutors for Migrant students for the 2015-16 school year; at no cost to the District;	Arellano
#15-107 with Buck Institute for Education, to provide a series of training	Freeman/
workshops in Project Based Learning to educators from the three (3) middle school academies during the 2015-16 school year; amount not to exceed \$34,000.00, to be paid with MSAP Grant Funds;	West
<ul> <li>#15-108 with Focus on the Masters, to provide art lessons during school</li> </ul>	Freeman/
hours for students attending Marshall School; amount not to exceed \$1,350.00, to be paid with Site Allocated General Funds;	Breitenbach
<ul> <li>#15-109 with Ventura County Office of Education, for OSD to participate in</li> </ul>	Freeman/
the Quality Rating and Improvement System (QRIS) Block Grant with enhancement support provided by VCOE; August 1, 2015 through September 1, 2016; funding will be provided to the Oxnard School District in the amount of \$224,000.00;	Thomas
#15-110 with Carson Entertainment, to provide a magic show for the students	Freeman/
in the after school program; amount not to exceed \$4,000.00, to be paid with the After School Education Safety Grant;	Thomas
<ul> <li>#15-111 with Oxnard School District Education Foundation, to provide</li> </ul>	Freeman/
music instruction in Grades K-1 <sup>st</sup> at Kamala School, October 8, 2015 through June 17, 2016; amount not to exceed \$4,050.00, to be paid with Site Allocated General Funds;	McDaniels
#15-113 with Oxnard School District Education Foundation, to provide	Freeman/
music instruction in Grades K-5 <sup>th</sup> at Chavez School, October 14, 2015 through June 17, 2016; amount not to exceed \$1,560.00, to be paid with Site Allocated General Funds;	Perez
#15-114 with Focus on the Masters, to provide art lessons during school	Freeman/
hours for students attending Marina West School; amount not to exceed \$1,350.00, to be paid with Site Allocated General Funds;	Mares
#15-116 with Ventura County Office of Education, to provide the two year	Vaca
Administrative Services Credential Program to District Administrators; amount not to exceed \$55,000.00, to be paid with Educator Effective Grant – General Funds.	

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

Consent Agenda October 7, 2015

### Section C CONSENT AGENDA

(continued)

<i>C.2</i>	Approval of Overnight Field Trip and Agreement #15-112 – The Outdoor School - Soria	
Ser for 20 \$20 ins	is the recommendation of the Assistant Superintendent, Educational rvices and the Principal, Soria School that the Board of Trustees approve a ur-day overnight field trip for 100 sixth grade students, December 14-17, 15 at The Outdoor School at Rancho Alegre in Santa Barbara; costs are 68.00 per student, \$134.00 per district staff member, total cost including urance and round trip school bus transportation is not to exceed 9,000.00, to be paid with PTA and ASB Funds.	Dept/School Freeman/ Fox
<i>C</i> .3	Actuarial Study Of Retiree Health Liabilities	
Se: He	s the recommendation of the Assistant Superintendent, Business & Fiscal rvices that the Board of Trustees receive the Actuarial Study of Retiree alth Labilities prepared by Geoffrey Kischuk of Total Compensation stems, Inc. pursuant to Education Code 42140.	Dept/School Cline
<i>C.4</i>	Setting Of Date For Public Hearing – Lemonwood Elementary School Rec Project and Associated Mitigated Negative Declaration	
Se: Tri Le	s the recommendation of the Assistant Superintendent, Business & Fiscal rvices, in conjunction with Caldwell Flores Winters, Inc. that the Board of astees set the date of October 21, 2015 for a Public Hearing to evaluate the monwood Elementary School Reconstruction Project and associated tigated Negative Declaration.	Dept/School Cline/CFW, Inc.
C.5	Purchase Order/Draft Payment Report #15-02	
Se	s the recommendation of the Assistant Superintendent, Business & Fiscal rvices and the Director of Purchasing that the Board of Trustees approve rchase Order/Draft Payment Report #15-02, as submitted.	Dept/School Cline/ Franz
<i>C.6</i>	Approval of the 2015-16 Quarterly Report on Williams Uniform Complaint First Quarter	ts,
Su	is the recommendation of the Assistant Superintendent, Human Resources & pport Services that the Board of Trustees approve the Quarterly Report of Illiams Complaints, First Quarter, as presented.	
<i>C</i> .7	Rejection of Liability Claim	
& 9	s the recommendation of the Assistant Superintendent, Human Resources Support Services, and the Risk Manager that the Board of Trustees agree to ect York Claim VCBA06986A1.	Dept/School Vaca/ Magaña
<i>C</i> .8	Establish/Abolish/Reduce/Increase Hours of Positions	
	s recommended that the Board approve the establishment, abolishment or uction in hours for classified positions, as submitted.	Dept/School Koch
<u>C.9</u>	Personnel Actions	
It is	s recommended that the Board approve personnel actions, as submitted.	Dept/School Vaca/Koch

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

Consent Agenda October 7, 2015

# Section D ACTION ITEMS

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

D.1 Approval of Notice of Completion – Marshall School Floor Replacement Project, Bid #14-02(Cline/Cross)	ıt
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Assistant Facilities Director, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #14-02, Marshall School Floor Replacement Project with Prospectra Contract Flooring.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
ROLL CALL VOTE:	
O'Leary, Morrison, Cordes, Duff, Robles-Solis	
D.2 Acceptance of Project and Authorization To Issue Notice of Completion Kindergarten and Science Reconfiguration (Cline/CFW, Inc.)	
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with District's legal counsel and Caldwell Flores Winters, Inc. that the Board of Trustees accept Project No. 1, Construction Services Agreements Numbers: #13-198, #13-199, #13-200, #13-201, #13-202, #13-203, #13-204, #13-205, and authorize the issuance and filing of a Notice of Completion for the Project with the County Recorder's Office.	Public Comment:     Presentation:     Moved:     Seconded: Board Discussion:     Vote:
ROLL CALL VOTE:	
O'Leary, Morrison, Cordes, Duff, Robles-Solis	
D.3 Consideration and Approval of Agreement #15-115, Caldwell Flores Wisser Supplemental Master Construct Program (Dr. Morales)  It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #15-115 between Oxnard School District and Caldwell Flores Winters, Inc., to prepare a Supplemental Master Construct Program; amount not to exceed \$150,000.00, to be paid with General Funds.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
ROLL CALL VOTE:	vote.
O'Leary Marrison Cordes Duff Robles-Solis	

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

Action Items October 7, 2015

# Section E REPORTS/DISCUSSION ITEMS

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

No reports/discussion items will be presented at this meeting.

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

### Section F BOARD POLICIES

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

It is recommended	In that the Board review the follow trative Regulations and Bylaws, reading:	ving revised Board	Note:
Revision of BP 5127	Students PROMOTION CEREMONIES AND ACTIVITIES	Freeman	
F.2 Second Red	uding of Board Policies, Regulation	es and Bylaws	
	I that the Board review the follow rative Regulations and Bylaws, as pg:		Moved: Seconded: Board Discussion: Vote:
Revision of AR 3514.2	Business & Noninstructional Operations INTEGRATED PEST MANAGEMENT	Vaca	
Revision of AR 4112.9, 4212.9, 4312.9	Personnel EMPLOYEE NOTIFICATIONS	Vaca	
Revision of BP 4143, 4243	Personnel NEGOTIATIONS/ CONSULTATION	Vaca	
ROLL CALL VO	TE: orrison, Cordes, Duff	, Robles-Solis	_

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

Board Policies October 7, 2015

### Section G CONCLUSION

#### **G.1** Superintendent's Announcements (3 minutes)

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

Notes:

#### 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:

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

Conclusion October 7, 2015

#### **BOARD AGENDA ITEM**

Name	of Contributor(s): R	obin I. Freeman	Date of Meeting:	10/7/15
•	Session: d Session: Preliminary Hearing: Consent Agenda Action Items Reports/Discussion Board Policies	_ <u>X</u>	<sup>nd</sup> Reading	
	ntation – STAR360			

#### **EXECUTIVE SUMMARY:**

Oxnard School District is implementing STAR360, an online assessment system in Reading and Mathematics. STAR360 takes approximately 15-20 minutes to administer and provides a reading and math performance level for each student. Teachers use this information to determine current placement, standards already mastered and to identify standards in need of intervention.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees receive the study session report as outlined above.

ADDITIONAL MATERIAL(S): None

#### Regular Board Meeting August 5, 2015

The Board of Trustees of the Oxnard School District met in regular session at 5:01 p.m. on Wednesday, August 5, 2015, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees Albert Duff Sr., Debra M. Cordes, Ernest "Mo" Morrison and Denis O'Leary. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Lisa Cline, Robin Freeman, Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

**ROLL CALL** 

Joshua Chairez, former 8<sup>th</sup> grader at Haydock Middle School; lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Oscar Ortiz Diaz, former 8<sup>th</sup> grader at Haydock Middle School, read the District's Vision and Mission Statements in English and Spanish.

DISTRICT'S VISION AND MISSION STATEMENTS

A.4 On motion by Trustee Duff, seconded by Trustee Cordes and carried on a roll call vote of 4-0, Trustee O'Leary was the nay vote; the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

Mr. Ernesto Flores, President of Caldwell Flores Winters Inc., introduced Jeremy Cogan and Yuri Calderon and provided an overview of the Facilities Implementation Program. It was reported that in identifying the need to provide modernization or expanded Multipurpose Room (MPR) facilities that more adequately support the needs of the District's schools, including "Portable to Permanent" P2P, K-8 sites which were identified as Chavez, Curren, Kamala and Driffill schools. They reviewed the K-8 MPR specifications as they pertained to the sites identified above which included replacement of existing Food Service, relocation of Gym facility and reconfiguration of existing facilities and enhance play area/open space.

STUDY SESSION FACILITIES IMPLEMENTATION PROGRAM UPDATE

Trustee O'Leary informed the Board that a previous Board had requested that Cesar Chavez School Cafeteria be designated as a state historical landmark and that would need to be considered before the MPR at Chavez School. Dr. Morales stated that administration would research the topic and provide that information to the Board of Trustees.

Mr. Flores requested the Board provide direction on moving forward with the construction of the MPR facilities at the four sites named above. He also requested a special study session for Driffill School to discuss the multipurpose room, additional classrooms and the integration of the kindergarten wing, for an overall solution.

Following discussion, direction was to move forward with a Supplemental Master Construct Program and bring back to the Board for consideration and approval at a future meeting.

#### ANNOUNCEMENTS PRIOR TO CLOSED SESSION August 5, 2015:

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

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT CLOSED SESSION

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

■ ANTICIPATED LITIGATION – one (1) case

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

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

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE EVALUATION:
  - District Superintendent

Trustees convened to closed session at 6:23 p.m. until approximately 7:03 p.m. to discuss items on the closed session agenda.

**CLOSED SESSION** 

President Robles-Solis reported the Board would be returning to closed session after the regular meeting to complete the items on the closed session agenda.

REPORT ON CLOSED SESSION

B.1 Clerk Duff read the Rules For Individual Presentations in English and President Robles-Solis read them in Spanish.

RULES FOR PRESENTATIONS

No one addressed the Board during public comment.

PUBLIC COMMENT

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

CONSENT AGENDA (Motion #15-01)

C.1 Approved the following acceptance of gift(s):

(Acceptance of Gifts)

• From Mrs. Francine Nelson, to Brekke School, donation of small refrigerator which will be used in the Nurse's Room to support the students.

C.2 Approved the following agreements:

- #15-34 with Big Brothers Big Sisters of Ventura County, to provide a
  professional program manager at Chavez School to implement their Site
  Based Mentoring program for the 2015-2016 school year; at no cost to the
  district;
- #15-35 with Interface Children and Family Services, to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services for the 2015-2016 school year; at no cost to the district;

(Approval of Agreements)

Oxnard School District Oxnard, California

- #15-36 with County of Ventura, Human Services Agency, to provide school-linked services at certain Healthy Start Family Resource Centers located on school sites with the Oxnard School District for the 2015-2016 school year; amount not to exceed \$101,048.00 to be paid with MAA Funds;
- #15-37 with Janice Hubbard Lindsay, to provide music services at Marshall School for the 2015-2016 school year; amount not to exceed \$5,700.00, to be paid with General Funds;
- #15-38 with Community Action Partnership of San Luis Obispo County Inc. –
   Buena Ventura Migrant & Seasonal Head Start Program at Harrington School,
   August 6, 2015 through July 15, 2016; at no cost to the District;
- #15-39 with Mixteco/Indigena Community Organizing Project (MICOP), to provide case management, resource & referral services specifically to the Mixteco Community, August 6, 2015 through June 30, 2016; amount not to exceed \$89,698.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #15-40 with Mixteco/Indigena Community Organizing Project (MICOP), to provide Aprendiendo con Mama y Papa workshops specifically to the Mixteco Community, August 6, 2015 through June 30, 2016; amount not to exceed \$15,291.00, to be paid with First 5/ Oxnard Neighborhood for Learning Funds;
- #15-41 with Mixteco/Indigena Community Organizing Project (MICOP), to provide Bebe Sano workshops specifically to the Mixteco Community, August 6, 2015 through June 30, 2016; at no cost to the District;
- #15-42 with Summit View School, to provide non-public school services for student #JJ121301 for the 2015-2016 school year, excluding Extended School Year; amount not to exceed \$30,629.88, to be paid with Special Education Funds:
- #15-44 with Passageway School, to provide non-public school services for student #AH080202 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$40,503.52, to be paid with Special Education Funds;
- #15-45 with Food Safety Training Specialists, to provide three Food Safety Manager Certification Seminars during the 2015-2016 school year; amount not to exceed \$5,400.00, to be paid with General Funds;
- #15-46 with Santa Barbara/Ventura Counties Dental Care Foundation, to provide dental care education workshops for parents and children, dental screenings and follow-up referrals for OSD State Preschool, NfL and other partner agency preschool program students, August 6, 2015 through June 30, 2016; at no cost to the District;
- #15-48 with Action Preparedness Training, to provide CPR training and First Aid Training to teachers and support staff as needed for the 2015-2016 school year; cost is \$50.00 per person, total amount not to exceed \$6,500.00, to be paid with General Funds;
- #15-50 with Child Development Resources of Ventura County Inc. Ground Lease for Haydock Head Start, August 6, 2015 through June 30, 2016; at no cost to the District;
- #15-51 with Child Development Resources of Ventura County Inc. Ground Lease for San Miguel Head Start, August 6, 2015 through June 30, 2016; at no cost to the District;

- #15-52 with Child Development Resources of Ventura County Inc. Ground Lease for Marina West Head Start, August 6, 2015 through June 30, 2016; at no cost to the District;
- #15-53 with Child Development Resources of Ventura County Inc. Sierra Linda NfL Preschool 2015-16, August 6, 2015 through June 30, 2016; at no cost to the District;
- #15-54 with Child Development Resources of Ventura County Inc. Marina West NfL Preschool 2015-16, August 6, 2015 through June 30, 2016; at no cost to the District;
- #15-55 with Child Development Resources of Ventura County Inc. Clerical Support at San Miguel School, August 6, 2015 through June 30, 2016; the cost for this position will be shared between two preschool partners, OSD and CDR of Ventura County Inc.; OSD's share to be funded through Special Education Funds \$15,744.60 and Early Childhood Education Program Funds \$15,744.60 for a total share of \$31,489.20; CDR's share is \$14,358.07, for a total of \$45,847.27;
- #15-56 with Assistance League School, to provide non-public school services for thirteen (13) Pre-K students for the 2015-2016 school year, including Extended School Year; amount not to exceed \$122,460.00, to be paid with Special Education Funds;
- #15-57 with Assistance League School, to provide non-public school services for four (4) Kindergarten students for the 2015-2016 school year, including Extended School Year; amount not to exceed \$38,400.00, to be paid with Special Education Funds;
- #15-58 with Casa Pacifica School, to provide non-public school services for student #ZH020603 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$37,400.00, to be paid with Special Education Funds:
- #15-59 with Casa Pacifica School, to provide non-public school services for student #AH112906 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$63,860.00, to be paid with Special Education Funds:
- #15-60 with Casa Pacifica School, to provide non-public school services for student #RR012703 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$38,660.00, to be paid with Special Education Funds;
- #15-61 with Casa Pacifica School, to provide non-public school services for student JE112705 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$37,400.00, to be paid with Special Education Funds;
- #15-62 with Casa Pacifica School, to provide non-public schools services for student CN010103 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$37,400.00, to be paid with Special Education Funds;
- #15-63 with El Centrito Family Learning Centers, to provide School Readiness NfL Preschool Program, August 6, 2015 through June 30, 2016; amount not to exceed \$176,472.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;

- #15-64 with El Centrito Family Learning Centers, to provide the Ramona NfL Preschool Program, August 6, 2015 through June 30, 2016, amount not to exceed \$170,472.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #15-65 with el Centrito Family Learning Centers, to provide Mis Padres y Yo workshops, August 6, 2015 through June 30, 2016; amount not to exceed \$17,500.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #15-66 with Continuing Development Inc., to provide the Harrington NfL Preschool Program, August 6, 2015 through June 30, 2016; amount not to exceed \$255,701.00, to be paid with First5/Oxnard Neighborhood for Learning Funds;
- #15-67 with Anti-Defamation League, to provide a full day of professional development for middle school Social Studies teachers in diversity awareness; amount not to exceed \$1,500.00, to be paid with MSAP Grant Funds;
- #15-68 with Child Development Resources of Ventura County Inc., for the purpose of supplying breakfast and lunches to their Head Start Program at Sierra Linda School for the 2015-2016 school year; CDR will reimburse the District for the cost of the meals provided;
- #15-69 renewal with DecisionInsite, LLC, to provide professional services in community demographics analysis and enrollment projections for use in district planning in many areas, August 26, 2015 through August 25, 2018; total annual amount is not to exceed \$22,222.00, to be paid with General Funds:
- #15-72 with Association of Two-Way & Dual Language Education (ATDLE), to provide professional development for administrators, principals and DLI teachers, August 6, 2015 through June 30, 2016; amount not to exceed \$46,600.00, to be paid with LEP Funds.

#### C.3 Ratified the following agreements:

- Amendment #1 to Agreement #14-46 with Casa Pacifica School, to provide non-public school services for student AH112906 for the 2014-2015 school year, in the amount not to exceed \$36,400.00; amendment increase due to one-on-one Paraeducator Services for 1,800 minutes per week, per IEP dated May 28, 2015, and through July 9, 2015, includes Extended School Year; additional amount not to exceed \$3,780.00, for a total of \$40,180.00, to be paid with Special Education Funds;
- #15-49 with California Department of Education Child Development Division Contract #CSPP-5617, funding to allow the operation of seven (7) State Preschool Sites, July 1, 2015 through June 30, 2016; \$1,185,667.00 funding to the Oxnard School District to operate State Preschool Program;
- #15-70 with Ventura County Arts Council, provided additional services to two (2) classrooms at \$300.00 each for a total of \$600.00, these services were provided prior to the June 30, 2015 fiscal year; amount not to exceed \$600.00, to be paid with Donation Funds;
- #15-73 with Blackboard, to provide Edline Web Hosting and Forms & Surveys services districtwide, July 1, 2015 through June 30, 2016; amount not to exceed \$29,178.62, to be paid with Title I Funds.

(Approval of Ratification of Agreements)

C.4 Ratified of District's submission of the 2015-2016 Consolidated Application for Funding.

(Ratification of the District's Submission of the 2015-16 Consolidated Application For Funding)

C.5 Ratified Resolution #15-08 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the Fiscal Year 2015-16.

(Ratification of Resolution #15-08 – CDE – Child Development Contract #CSPP-5617)

C.6 Approved the interfund transfers from General Fund, to fund #710 CSEA Retiree Benefits Fund in the amount of \$443,457.00.

(Interfund Transfers)

C.7 Approved the interfund transfers from General Fund, to Fund #710 Retiree Benefits in the Amount of \$3,705,000.00.

(Interfund Transfers)

C.8 Ratified Work Authorization Letter #003 for Inspector of Record Services for the Ritchen Elementary School Special Day Classroom Project per Master Agreement #13-130 with Nolte Vertical 5; services will be completed for a lump sum fixed fee of \$11,050.00, to be funded with Measure R Bond Funds.

(Ratification of WAL #003 to Master Agreement #13-130 with Nolte Vertical 5 To Perform DSA Inspector of Record (IOR) Services for the Ritchen Special Day Classroom Project – DSA No. 03-115304)

C.9 Ratified Work Authorization Letter #003 for DSA Required Special Inspections and Testing Services for the Ritchen Elementary School Special Day Classroom Project per Master Agreement #13-154 with BTC Labs, now known as Nolte Vertical 5; services will be completed for a lump sum fixed fee of \$1,800.50, to be funded with Measure R Bond Funds.

(Ratification of WAL #003 to Master Agreement #13-154 with BTC Labs, (Now Known as Nolte Vertical 5, and to be Referred to as Nolte Vertical 5 for Future Reference) To Provide DSA Required Special Inspections and Testing Services for the Ritchen Special Day Classroom Project – DSA No. 03-115304)

C.10 Approved the Purchase Order/Draft Payment Report #14-10.

(Purchase Order/Draft Payment Report #14-10)

C.11 Received information on the district's enrollment report for the month of June 2015.

(Enrollment Report)

C.12 Approved the Quarterly Report on Williams Uniform Complaints, fourth quarter, as presented.

(Approval of the 2014-15 Quarterly Report on Williams Uniform Complaints Fourth Quarter) C.13 Approved the new job description for Health Assistant, as presented. (Consideration of Approval of New Job Description: Health Assistant)

C.14 Approved request for Director of Pupil Services to attend the mandatory Project Director's meeting for Elementary and Secondary School Counselor (ESSC) Program Grant and the 2015 National PBIS Leadership Forum in Rosemont, Illinois, October 21-23, 2015; cost not to exceed \$2,000.00, to be paid with Counselors Grant Funds.

(Request to Attend Out of State Conference For Director of Pupil Services)

C.15 Awarded Field Contract #FC-P16-00522, Summer 2015 Flooring Project, in the amount of \$9,282.00 to Reliable Floor Covering Inc., to be paid with Deferred Maintenance Funds.

(Award of Field Contract #FC-P16-00522 -Summer 2015 Flooring Projects)

C.16 Rejected York Claim VCBA-07035A1.

(Rejection of Liability Claim #VCBA-07035A1)

C.17 Received the Summary of the Measure "R" Series D Bond Issuance.

(Summary of Measure "R" Series D Bond Issuance)

Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Establish/Abolish/ Reduce/Increase Hours of Positions)

#### Established:

- An eight hour, 246 day Director of Transportation, position number 7103, to be established in the Transportation department. This position will be established to oversee and manage the Transportation department.
- An eight hour, 246 day Administrative Assistant Bilingual, position number 7098, to be established in the Special Education department. This position will be established to provide support to the Director of Special Education.
- An eight hour, 192 day Intermediate School Secretary Bilingual, position number 7015, to be established at Chavez school. This position will be established to provide additional support for students and staff.
- An eight hour, 192 day Intermediate School Secretary Bilingual, position number 7016, to be established at Lemonwood school. This position will be established to provide additional support for students and staff.
- A five hour, 192 day Site Technology Technician, position number 7132, to be established at Kamala school. This position will be established to provide additional support.

#### Abolished:

An eight hour, 246 day Transportation Manager, position number 409, to be abolished in the Transportation department. This position will be abolished due to lack of work.

- A five and a half hour, 183 day Assistant to the Physically Handicapped, position number 483, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.
- A five and a half hour, 183 day Assistant to the Physically Handicapped, position number 707, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.
- A five and a half hour, 183 day Assistant to the Physically Handicapped, position number 1534, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.
- A seven hour, 183 day Assistant to the Physically Handicapped, position number 1002, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.
- A seven hour, 183 day Assistant to the Physically Handicapped, position number 2251, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.
- A seven hour, 183 day Assistant to the Physically Handicapped, position number 704, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.
- A seven hour, 183 day Assistant to the Physically Handicapped, position number 1275, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

#### Increased:

- A five hour, 185 day Child Nutrition Worker, position number 783, to be increased to five and a half hours at Marina West school. This position will be increased due to the increase in meal serving.
- A five hour, 185 day Child Nutrition Worker, position number 81, to be increased to five and a half hours at Marina West school. This position will be increased due to the increase in meal serving.
- A five hour, 185 day Child Nutrition Worker, position number 782, to be increased to five and a half hours at Marina West school. This position will be increased due to the increase in meal serving.
- A three hour, 185 day Child Nutrition Worker, position number 1586, to be increased to four hours at Marina West school. This position will be increased due to the increase in meal serving.
- A three hour, 185 day Child Nutrition Worker, position number 2840, to be increased to four hours at McKinna school. This position will be increased due to the increase in meal serving.
- A five and a half hour, 183 day Paraeducator II, position number 721, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet student needs.
- A four and a half hour, 183 day Paraeducator II, position number 671, to be increased to five hours and forty five minutes in the Special Education department. This position will be increased to meet student needs.
- A four hour, Paraeducator Hearing Impaired, position number 2842, to be increased to five hours and forty five minutes in the Special Education department. This position will be increased to meet student needs.

#### **FISCAL IMPACT:**

Cost for Director of Transportation - \$122,479 General funds Cost for Administrative Assistant - \$74,069 General funds Cost for Intermediate School Secretary - \$58,477 General funds
Cost for Intermediate School Secretary - \$58,477 General funds
Cost for Site Technology Technician - \$28,973 Site Discretionary
Savings for Transportation Manager - \$107,422 General funds
Savings for Assistants to the PH - \$293,296 Special Education
Cost for Child Nutrition Workers - \$14,264 Child Nutrition Services
Cost for Paraeducator II - \$876.80 Special Education
Cost for Paraeducator II - \$8,546 Special Education
Cost for Para Hearing Impaired - \$8,546 Special Education

C. Personnel Action: (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	<b>Effective Date</b>
NEW HIRES		
Cassandra Allison	Teacher, Special Education DHH, Marshall	June 19, 2015
Debbie M. Brillante	Teacher, Special Education M/M, San Miguel	August 17, 2015
Maritza Loya Castro	School Counselor, Soria	August 17, 2015
April Daniely	Teacher, Physical Education, Lemonwood	August 17, 2015
Yolanda Hopkins	Teacher, 1 DLI (BCLAD), Lemonwood	August 17, 2015
Carole Puls-Gonzales	Teacher on Special Assignment, McKinna	August 17, 2015
Sofia Ramirez	Teacher, Special Education DHH	June 19, 2015
Victor Rodriguez	Teacher, TBD, Soria	August 17, 2015
Laura M. Uchiyama	Teacher, Special Education M/M	August 17, 2015
Laura Ann Wilson	Teacher, Special Education M/M	August 17, 2015
Intervention Services Provider ( 135 days a year	less than 20 hours per week not to exceed 75% or	
Judith Gorcey	Marina West	September 8, 2015
Virginia L. Matthews	McKinna	August 24, 2015
DETUDN EDOM VEAVE OF A	DOENGE	
RETURN FROM LEAVE OF A		4 45 2015
Lucinda Harrel	Teacher, 5 SEI, Marshall	August 17, 2015
Jennifer Hiji-Madrid	Teacher, Kindergarten SEI, Lemonwood	August 17, 2015
Adriana Ramos	Teacher, Spanish, Fremont	August 17, 2015
Sezina Saballett	Teacher, 4 SEI, Marshall	August 17, 2015
Michael Stalvey	Teacher, Elementary Support Teacher, Elm	August 17, 2015
RESIGNATION		
Jaclyn Ball	Teacher, Mathematics, Frank	June 19, 2015
Esther V. Garcia	Assistant Principal JH, Curren	July 1, 2015
Stacy N. Shin	Speech/Language Specialist, Pupil Services	July 17, 2015
DETIDEMENT		
RETIREMENT Neste I. Compbell	Dunil Sarvicas Program Specialist	July 1, 2015
Nesta L. Campbell	Pupil Services, Program Specialist	July 1, 2015

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 assignment:

(CLASSIFIED)

Name	Position	<b>Effective Date</b>
New Hire		
Alfaro Vazquez, Karen	Intermediate School Secretary, Position #649 Fremont 8.0 hrs./192 days	08/10/2015
Andaya, Sherylyn	Office Assistant II, Position #26 Fremont 2.0 hrs./203 days	08/03/2015
Andaya, Sherylyn	Office Assistant II, Position #2872 Frank 2.5 hrs./192 days	08/10/2015
Bautista, Juan	Outreach Specialist (B), Position #563 Chavez 8.0 hrs./180 days	08/19/2015
Briscoe, Anthony	Director of Transportation, Position #7103 Transportation 8.0 hrs./246 days	06/15/2015
Ford, Griffin	Accounting Specialist III, Position #846 Budget & Finance 8.0 hrs./246 days	06/29/2015
Harlin, Alejandra	NfL Family Liaison, Position #2433 Sierra Linda 6.0 hrs./180 days	08/19/2015
Pelaya, Diana	Intermediate School Secretary, Position #2669 Soria 8.0 hrs./192 days	08/17/2015
<u>Limited Term</u>		
Lisanti, Rose M.	Paraeducator	06/15/2015
Mendoza, Alejandro	Paraeducator	07/13/2015
<u>Exempt</u>		
Serratos, Carlos	Campus Assistant	06/12/2015
<u>Promotion</u>		
Burkhart, Alma	Intermediate School Secretary (B), Position #649	08/10/2015
Ludy, Lamar	Fremont 8.0 hrs./192 days Office Assistant II (B), Position #475 Haydock 8.0 hrs./203 days Paraeducator III, Position #977 Pupil Services 5.75 hrs./183 days Paraeducator II, Position #1199 Pupil Services 5.75 hrs./183 days	07/13/2015

Rodriguez, Petula	Outreach Specialist (B), Position #2947 McKinna 8.0 hrs./180 days NfL Family Liaison, Position #6405 Sierra Linda 6.0 hrs./180 days	08/19/2015
Transfer	•	
Cardenas, Jesus	Custodian, Position #573 Ramona 8.0 hrs./246 days Custodian, Position #533	07/23/2015
Jimenez, Edgard	Chavez 8.0 hrs./246 days Custodian, Position #2542	07/06/2015
	Haydock 8.0 hrs./246 days Custodian, Position #2543 McAuliffe 4.0 hrs./246 days	
Marron, Cesar	Custodian, Position #1326 Ritchen 8.0 hrs./246 days	07/20/2015
D : D !!	Custodian, Position #6448 Driffill 4.0 hrs./246 days	05/01/2015
Ramirez, Eusebia	Paraeducator II (B), Position #7037 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #6799	07/01/2015
	Pupil Services 5.75 hrs./183 days	
Reclassification	Tupi servees eve men ree days	
Reyes, Melissa	Buyer, Position #1286 Purchasing 8.0 hrs./246 days Purchasing Specialist, Position #1286	07/10/2015
	Purchasing 8.0 hrs./246 days	
Medical Layoff	Turchusing 0.0 ms./240 days	
2059	Maintenance Worker II, Position #1595 Facilities 8.0 hrs./246 days	06/09/2015
2390	Custodian, Position #1326 Ritchen 8.0 hrs./246 days	06/16/2015
<u>Unpaid Leave of Absence</u>		
Avila, Kimberly	Child Nutrition Worker, Position #2616 Chavez 5.5 hrs./185 days	06/19/2015-10/5/2015
Mendoza, Laura	Paraeducator II, Position #5465 Pupil Services 5.75 hrs./183 days	08/17/2015-08/12/2016
Resignation Correction Bennett, Catherine	School Occupational Therapist, Position #2865 Pupil Services 8.0 hrs./203 days	<del>06/19/2015</del> 06/22/2015

Resignation

Gutierrez, Jorge Executive Director of Facilities Planning, 06/19/2015

Engineering and Operations, Position #1456

Facilities 8.0 hrs./246 days

Pio, Henry Green Schools/Energy Conservation, Position 07/17/2015

#5841

Facilities 8.0 hrs./246 days

Zamora, Elisa Paraeducator III, Position #6172 07/17/2015

Pupil Services 5.75 hrs./203 days

Retirement

Houlden, Susan Accounting Specialist III, Position #1810 12/16/1993-08/31/2015

Budget & Finance 8.0 hrs./246 days

Rodriguez, Kathy District Textbook Coordinator, Position #2300 12/3/1979-08/31/2015

Educational Resource Center 8.0 hrs./246 days

D.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services provided a presentation on the iPad insurance and loss information for 2014-2015.

DISTRICT IPAD SELF-INSURANCE AND 2014-15 LOSS INFORMATION (Motion #15-02)

Following discussion, on motion by Trustee O'Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved continuing the District's self-insurance plan at the current rate of \$10.00 per year per iPad and \$30.00 per year per laptop for the 2015-2016 school year.

D.2 On motion by Trustee Duff, seconded by Trustee Cordes and carried on a roll call vote of 4-0, Trustee O'Leary stepped out the board room during the vote; the Board of Trustees approved reimbursement to Rio School District as stipulated by Education Code Section 44987.3

REIMBURSEMENT FOR TEACHER SUBSTITUTE AT RIO SCHOOL DISTRICT (Motion #15-03)

D.3 Following discussion, on motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved Amendment No. 1 to Preconstruction Services Agreement #13-118 with Swinerton Builders to provide Preconstruction Services for the Lemonwood Early Child Development Center; services will be completed for a lump sum fixed fee of \$17,000.00, to be funded with Measure R Bond Funds.

APPROVAL OF AMENDMENT NO. 1 TO THE PRESCONSTRUCTION **SERVICES** AGREEMENT #13-118 BETWEEN THE OSD AND SWINERTON **BUILDERS TO** PROVIDE ADDITONAL **PRECONSTRUCTION** SERVICES FOR THE **LEMONWOOD EARLY CHILD** DEVELOPMENT CENTER PROJECT (Motion #15-04)

D.4 On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved MOU #15-71 between the District and CSEA, Chapter 272 in regards to the one-time correction of accounting issue related to calendar days of services; fiscal impact was \$223,927.00, to be paid out of the General Fund.

APPROVAL OF MEMORANDUM OF UNDERSTANDING #15-71 BETWEEN THE OSD AND THE CSEA, CHAPTER 272 REGARDING THE ONE-TIME CORRECTION OF ACCOUNTING ISSUE RELATED TO CALENDAR DAYS OF SERVICES (Motion #15-05)

E.1 In accordance with Education Code 42127 (i)(4), Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services, presented the 2015-2016 Budget Revision to the Board of Trustees.

2015-2016 BUDGET REVISION

#### Dr. Cesar Morales:

- Welcomed everyone back to the 2015-2016 school year which started for administrators and staff on August 3, 2015 in preparation for the students.
- Reported enrollment continues to rise, staff will be preparing a report in the future on present capacity, overflows and the need for more facilities.
- Welcomed Ms. Robin Freeman to her first board meeting, and stated he was pleased to have Mr. Ridge and Mrs. Mitchell as we start the 2015-16 school year.
- Reported the Board and administration have been working on the Academic Goals which include reading and math proficiency, reclassification of students, strand focus to support STEAM and technology, which will prepare the OSD students for career and college opportunities.
- He also reported he had met and will continue to meet with Superintendent Soumakian of Oxnard Union High School District and City Manager Greg Nyhoff on how to best impact the youth in Oxnard.
- He congratulated President Robles-Solis on completing a marathon in San Francisco which is 26 miles. He also invited anyone to join them in the Santa To The Sea Marathon in December 2015.

#### Mr. Denis O'Leary:

- Reported on June 26, 2015, he attended the Oxnard Chamber of Commerce Luncheon, one of the individuals recognized was with Santa To The Sea, also recognized was local boxing champion Roberto Garcia, the boxer for his work with the youth through boxing.
- On July 8, 2015, he was invited to speak at The Good Club an organization that usually deals with city matters. He reported there was good discussion and he answered a lot of questions regarding school matters. We have supporters and we need to communicate more with these individuals and the community in general.
- On July 18, 2015, he spoke at the local PACC to the California Public Utility Commission regarding a proposal to put a fifth power generating plant on the Oxnard Coast.
- On August 3, 2015, he held the first public meeting where he offered to speak with people about education. It was held at the Coffee Bean on Victoria and Wooley.

SUPERINTENDENT ANNOUNCEMENTS

TRUSTEES ANNOUNCEMENTS

- He hoped to make this a monthly event; the next one is scheduled for August 17, 2015 at the Coffee Bean from 4:00 p.m. to 5:30 p.m.
- Future Agenda Items: Discuss a possible Public Labor Agreement for Lemonwood School Project; Water Conservation what the district is planning and doing in general, bullying issues review the policy, update on the formation of bullying committee and curriculum as it relates to Resolution for Respect of Indigenous People "No Me Llames Oaxaquita", class size reduction, presentation on Overflow and School of Choice and the rights of parents and students according to our policy; and Plazas Comunitarias Program with the Mexican government.

#### Mr. Ernest Morrison:

- Stated he was glad to be back and congratulated President Robles-Solis on her feat in San Francisco and in regards to Santa To The Sea he would be stationed at 5<sup>th</sup> Street at the Plaza.
- Looking forward to an exciting year, the community at Harrington and Lemonwood are excited to get their new school. Stated the district needs to put up signs when to expect construction to beginning.

#### Mrs. Debra M. Cordes:

- Welcome Ms. Freeman and stated she was looking forward to see the Team work together.
- Attended the Dual Language Immersion Conference in July and which was exciting and spoke with Rosa Molina who will be working with our district on the program.
- Stated she had reviewed district test results and stated the district needs to focus on the reading, writing and the math.
- Reported she assisted with the Oxnard-Ocotlán Sister City Visitation which was a very intense schedule with many events which showed the visitors what it is like to live in Oxnard and the surrounding area.

#### Mr. Albert "Al" Duff Sr.:

- Welcomed Ms. Freeman as Assistant Superintendent, Educational Services, and stated to her "be at home with us, we are happy to have you."
- Visited Thurgood Marshall School to view the flooring project but was not able to get into the building. Ms. Cline informed him that the flooring was done and the staff has moved into the classrooms.
- Sent his condolences to Mayor Tim Flynn on the passing of his wife.

#### Mrs. Veronica Robles-Solis:

- Stated if anyone was interested in join the team for the Santa To The Sea Race to let her or Dr. Morales know. The goal is to raise \$20,000 dollars, \$1,000 for each school.
- Welcomed Ms. Robin Freeman to the district and stated it is nice to see the Team working together.
- Stated she was excited to be back and hoped everyone had a wonderful summer and recharged their batteries for the new year. Thanked the teachers that attended trainings and events during the summer.
- Ms. Robles-Solis shared information from Assemblymember Jacqui Irwin for a K-12 Resource Fair on Wednesday, August 12, 2015 at 2:00 – 6:00 p.m. at the Oxnard PAL Gym, 350 South K Street in Oxnard.

Trustees reconvened to closed session at 7:55 p.m. until a 11:48 p.m. to discuss items on the closed session agenda.	pproximately	CLOSED SESSION
Trustee O'Leary departed at 7:55 p.m.		(Departure of Trustee O'Leary)
President Robles-Solis reported the Board took no reportaduring closed session.	able action	REPORT ON CLOSED SESSION
There being no further business, on motion by Trustee Du Trustee Morrison, President Robles-Solis adjourned the meeting a	•	ADJOURNMENT
Respectfully Submitted, DR. CESAR MORALES		
District Superintendent and Secretary to the Board of Trustees		
By our signature below, given on this day of Governing Board of the Oxnard School District approves the Min August 5, 2015; on motion of Trustee,	utes of the Regular Boa	ard meeting of
Signed:		
President of the Board of Trustees		
Clerk of the Board of Trustees		
Member of the Board of Trustees		
Member of the Board of Trustees	-	
Member of the Board of Trustees	-	

#### **BOARD AGENDA ITEM**

Name of	Contributor: Dr. Morales	Date of Meeting: 10-07-15
A. P B. H C. C D. A E. R	tudy Session reliminary earing: onsent Agenda ction Items eport/Discussion Items (no action) oard Policies  1st Reading	2 <sup>nd</sup> Reading

#### Public Hearing - Appointment of Board Representative On Personnel Commission

This being the time and date noticed, the Board of Trustees will hold a public hearing per Education Code Section 46256(b)(1) requires notice from the Board of Trustees of the intended appointee to the Personnel Commission no later than September 30, 2015. The Board of Trustees discussed the options at the September 16, 2015 regular board meeting. Direction was to post for a Public Hearing on October 7, 2015 and proceed with the application process. Trustees O'Leary and Cordes were appointed as the Board representatives to assist with the process.

FISCAL IMPACT: None

#### **RECOMMENDATION:**

The Board will discuss and consider how they would like to proceed in the appointment or reappointment the Board's representative on the Personnel Commission for a three (3) term beginning December 1, 2015.

#### ADDITIONAL MATERIAL(S):

- Personnel Commission Rule 20.100
- Notice To Set Public Hearing

#### Education Code

- **45246.** ...(b) Where a system is already in existence and a vacancy will exist on December 1, by not later than September 30:
- (1) The governing board shall publicly announce the name of the person it intends to appoint or reappoint, if the vacancy is its appointee.
- (d) At a board meeting to be held after 30 and within 45 days of the dates specified in subdivision (a) and paragraph (1) of subdivision (b), as the case may be, the governing board in open hearing shall provide the public and employees and employee organizations the opportunity to express their views on the qualifications of those persons recommended by the governing board for appointment.

The board at the time may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing.

- (g) A commissioner whose term has expired may continue to discharge the duties of the office until a successor is appointed, but for no more than 90 calendar days.
- **45244.** (a) To be eligible for appointment or reappointment to the commission a person shall meet both of the following requirements:
- (1) Be a registered voter and resident within the territorial jurisdiction of the school district.
- (2) Be a known adherent to the principle of the merit system. No member of the governing board of any school district or a county board of **education** shall be eligible for appointment, reappointment, or continuance as a member of the commission. During his or her term of service, a member of the commission shall not be an employee of the school district.
- (b) As used in this section, residence is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one residence.
- (c) As used in this section, "known adherent to the principle of the merit system," with respect to a new appointee, means a person who by the nature of his or her prior public or private service has given evidence that he or she supports the concept of employment, continuance in employment, in-service promotional opportunities, and other related matters on the basis of merit and fitness. As used in this section, "known adherent to the principle of the merit system," with respect to a candidate for reappointment, means a commissioner who has clearly demonstrated through meeting attendance and actions that he or she does, in fact, support the merit system and its operation.



### OXNARD SCHOOL DISTRICT

1051 South "A" Street ◆ Oxnard, California 93030 805/385-1501, Ext. 2032 Office of the Superintendent

#### **PUBLIC NOTICE**

Oxnard School District
Appointment of Board Representative
On Personnel Commission

PLEAE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing to provide the public an opportunity to comment on the appointment of Board Representative on Personnel Commission, pursuant to Education Code Section 46256(b)(1). The public hearing will be conducted at a regular meeting of the Board of Trustees on October 7, 2015 at 7:30 p.m. in the Board Room of the Educational Service Center located at 1051 South A Street, Oxnard, CA 93030.

Information concerning this matter is available from the Office of The Superintendent at (805) 385-1501, ext. 2032.

#### **BOARD AGENDA ITEM**

ivallie of Continuutor(s)	. DR. JESUS VACA	Date of Meeting.	OCTOBER 1, 2013
Study Session			
Closed Session			
A. Preliminary			
B. Hearing	<u>X</u>		
C. Consent Agenda			
D. Action Items			
E. Reports/ Discussion	on Items (no action)		
F. Board Policies 1 <sup>st</sup>	Reading 2 <sup>n</sup>	d Reading	

Conduct Public Hearing to Sunshine the California School Employees Association's (CSEA) and the Oxnard School District's (District) Initial Proposals for 2015-16 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

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

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA) and the Oxnard School District (District), CSEA and the District would like to enter into contract negotiations for the 2015-16 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

Article 7: Evaluations

Article 8: Hours and Overtime

Article 11: Professional Growth Awards Program

Article 13: Health and Welfare Benefits

Article 23: Contracting Out
Article 30: Campus Assistants

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board Conduct the Public Hearing to Sunshine CSEA and the District's Initial Proposals for negotiations for the 2015-16 school year.

#### ADDITIONAL MATERIAL(S):

Letter to Board of Trustees President dated 9/8/15 - (2 pages)

Letter to CSEA President dated 9/8/15 – (2 pages)

District's Initial 2015-16 Proposals to CSEA, Chapter 272 (1 page)

Initial Proposals for 2015-16 Reopeners from CSEA (1 page)

Public Hearing Notice (1 page)



## OXNARD SCHOOL DISTRICT

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

September 8, 2015

Mrs. Veronica Robles-Solis President, Board of Trustees c/o Oxnard School District 1051 South A Street Oxnard, California 93030

Re: Sunshine of District Initial Proposals, Pursuant to Govt. Code Section 3547

Dear President Robles-Solis,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2015-16 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to working collaboratively with CSEA again, continuing the use of the Interest Based Problem Solving method, during negotiations, to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Chief Negotiator
Lisa Cline, Chief Business Officer
Chris Ridge, Director, Pupil Services
Sally Wennes, Principal
Dr. Edd Bond, Principal
Mary Truax, Manager, Special Education
Jonathan Koch, Personnel Commission Director (neutral resource to both Parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2017. The District plans to negotiate Article 7 (Evaluations), Article 8 (Hours and Overtime), Article 11 (Professional Growth Awards Program), and any other articles mutually agreeable to both parties (See attachment).

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the October 7, 2015 Board Meeting.

Sincerely,

#### DR. JESUS VACA

Assistant Superintendent Human Resources and Support Services

JV/pp

Attachment

cc: Dr. Cesar Morales, Superintendent

Lisa Cline, Chief Business Officer Chris Ridge, Director, Pupil Services

Sally Wennes, Principal Dr. Edd Bond, Principal

Mary Truax, Manager Special Education

Jonathan Koch, Personnel Commission Director (Neutral Resource to Both Parties)



## OXNARD SCHOOL DISTRICT

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

September 8, 2015

Mr. Jabbar Wofford California School Employees Association, President c/o Oxnard School District 1051 South A Street Oxnard, California 93030

Re: Sunshine of District Initial Proposals, Pursuant to Govt. Code Section 3547

Dear Mr. Wofford,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2015-16 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to working collaboratively with CSEA again, continuing the use of the Interest Based Problem Solving method, during negotiations, to address issues that arise by either party. The District negotiating team will include:

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Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the October 7, 2015 Board Meeting.

Sincerely,

#### DR. JESUS VACA

Assistant Superintendent Human Resources and Support Services

JV/pp

Attachment

cc: Dr. Cesar Morales, Superintendent

Lisa Cline, Chief Business Officer Chris Ridge, Director, Pupil Services

Sally Wennes, Principal Dr. Edd Bond, Principal

Mary Truax, Manager Special Education

Jonathan Koch, Personnel Commission Director (Neutral Resource to Both Parties)



## OXNARD SCHOOL DISTRICT

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

Dr. Jesus Vaca Assistant Superintendent Human Resources and Support Services Jonathan Koch Director Classified Human Resources

#### Oxnard School District Initial Sunshine Proposal to the California School Employees Association, Chapter 272

#### 2015-2016 Interest Based Problem Solving Proposals

#### Article 7 Evaluations

• The District seeks to discuss Evaluations.

#### Article 8 Hours and Overtime

• The District seeks to discuss salary for CSEA members.

#### Article 11 Professional Growth Awards Program

• The District seeks to discuss Professional Development for CSEA members.

#### The California School Employees Association and its Oxnard Elementary Chapter 272 (CSEA)

То

#### Oxnard School District (OSD)

#### **Initial Proposal for 2015-2016 Reopeners**

In accordance with Article 29.1.1 the California School Employees Association and its Oxnard Elementary Chapter 272 present its Initial Proposal to Oxnard Elementary School District.

**Article 13 Health and Welfare -** CSEA wishes to negotiate Health and Welfare benefits to better suit the needs of the members.

**Article 23 Contracting Out -** CSEA wishes to enhance the language to better distinguish between bargaining member work and contracting out.

**Article 30 Campus Assistants -** CSEA intends to enhance article 30 so that it more closely reflects the rights given to classified employees.

In the spirit of collaboration, additional articles may be reopened as mutually agreed to between the parties.



## OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

## NOTICE OF PUBLIC HEARING

September 16, 2015

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, October 7, 2015, at 7:00 p.m. in the Board Room of the Educational Services Center Building of the Oxnard School District, located at 1051 South "A" Street, Oxnard, California regarding Sunshine of the California School Employees Association (CSEA) and the Oxnard School District's Initial Proposals for the 2015-16 Negotiations, pursuant to Government Code Section 3547.

By: Dr. Jesus Vaca

Assistant Superintendent

**Human Resources & Support Services** 

(805) 385-1501, ext. 2050

#### **BOARD AGENDA ITEM**

Name of Contributor(s): Robin I. Freeman	Date of Meeting: 10/7/15
Study Session  Closed Session  A. Preliminary  B. Hearing  C. Consent Agenda  D. Action Items  E. Reports/Discussion Items (no action)  F. Board Policies 1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading	
<b>TITLE:</b> Approval of Hearing to present finding of Sufficient I Resolution #15-09 (Freeman/Ridge)	Instructional Materials for 2015-2016

#### **DESCRIPTION:**

Hold a public hearing to present the finding of sufficient instructional materials for 2015-2016. The requirements of Education Code 60119 state that a public hearing must be held on, or before the 8<sup>th</sup> week of school, and which did not take place during or immediately following school hours.

#### **FISCAL IMPACT:**

A resolution of sufficiency of instructional materials releases the remainder of the textbook funds not yet spent.

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the Resolution #15-09 of sufficiency of instructional materials.

#### **ADDITIONAL MATERIAL(S):**

Attached: Resolution #15-09 and Curriculum Adoptions list



## OXNARD SCHOOL DISTRICT

1051 South "A" Street ● Oxnard, CA 93030 ● 805/487-3918 ● Fax 805/487-9648

**Instruction** E 6161.1(a)

#### SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

#### Resolution #15-09 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 7, 2014 at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Oxnard School District/Ventura County Office of Education and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas between the 2008-09 through the 2015-16 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Oxnard School District/Ventura County Office of Education, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

#### **Finding of Sufficient Instructional Materials**

Whereas, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

☐ Mathematics:	
K-5 <sup>th</sup> McMillan School Education, My Math- adopted 2015	
6 <sup>th</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> Pearson Education, Connected Mathematics 3, adopted 2015	
4 <sup>th</sup> thru 7 <sup>th</sup> Glencoe McGraw Hill, Math Triumphs- adopted 2008	

□ Science:						
K-5 <sup>th</sup> Macmillan/McGraw-Hill, California Science- adopted 2008 6 <sup>th</sup> Glencoe-McGraw-Hill, Focus on Earth Science, CA- adopted 2008						
7 <sup>th</sup> & 8 <sup>th</sup> Holt, Rinehart and Winston, Life and Physical Science- adopted 2007						
7 & 0 Holt, Kinchart and Winston, Ene and Hysical Science- adopted 2007						
☐ History-Social Science: <u>K-5<sup>th</sup> Pearson Scott Foresman- History Social Science for CA, adopted 2007</u>						
6 <sup>th</sup> Glencoe McGraw-Hill, Discovering Our Past: Ancient Civilizations, adopted						
2007						
7 <sup>th</sup> -8 <sup>th</sup> Pearson Prentice Hall, Prentice Hall Social Studies, adopted 2007						
7 -0 Tearson Frence Han, Frence Han Social Studies, adopted 2007						
☐ <b>Reading/Language Arts</b> , including the English language development component of an adopted program:						
K-6 <sup>th</sup> Houghton Mifflin, Reading and Lectura, adopted 2003						
DLI, McGraw Hill, Imaginalo! Adopted 2010						
7 <sup>th</sup> & 8 <sup>th</sup> Holt, Rinehart and Winston, Literature and Language Arts- adopted						
2003						
☐ ESL: <u>K-5<sup>th</sup> Hampton Brown, Avenues, adopted 2006</u>						
6 <sup>th</sup> , 7 <sup>th</sup> & 8 <sup>th</sup> National Geographic Cengage, Academic Vocabulary Toolkit 1 & 2,						
adopted 2013						
Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;						
Therefore, it is resolved that for the 2015-2016 school year, the Oxnard School District/Ventura County Office of Education, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.						
PASSED AND ADOPTED THIS day of, at a meeting, by the following vote:						
AYES: NOES: ABSENT:						
Attest:						
President Secretary						

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## 2015-16 Textbook Adoptions

Subject	Publisher	Grade	Adopted	
Reading/Language Arts	Houghton Mifflin			
Reading/ Language Arts	Reading and Lectura	K-6th	2003	
	Reduing and Ecetara	IX OUT	2005	
	McGraw Hill	DLI	2010	
	Imaginalo!			
	Holt, Rinehart and Winston			
	Literature and Language Arts	7th & 8th	2003	
Mathematics	McMillan School Education			
	My Math	K- 5th	2015	
	Pearson Education	6,7 & 8	2015	
	Connected Mathematics 3			
	Glencoe McGraw Hill			
	Math Triumphs	4th thru 7th	2008	
	Platti Triampris	Terr cina 7 cir	2000	
Science	Macmillan/McGraw-Hill			
	California Science	K-5	2008	
	Glencoe-McGraw-Hill			
	Focus on Earth Science, CA	6th	2008	
	Holt, Rinehart and Winston			
	Life and Physical Science	7 & 8	2007	
History-Social Science	Pearson Scott Foresman			
	History Social Science for California	K-5	2007	
	Glencoe McGraw-Hill			
	Discovering Our Past: Ancient Civilizations	6th	2007	
	Pearson Prentice Hall			
	Prentice Hall Social Studies	7th & 8th	2007	
ESL	Hampton Brown			
	Avenues	K-5th	2006	
	National Geographic Cengage			
		6th, 7th &		
	Academic Vocabulary Toolkit 1 & 2	8th	2013	

#### **Board Agenda Item**

NAME OF CONTRIBUTOR: Robin Freer	nan	<b>DATE OF MEETING</b> : 10/7/15						
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION D: ACTION SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES	X1st Reading	2 <sup>nd</sup> Reading						
Approval of Agreement/MOU #15-106 – (Freeman/Arellano)	Butte County Offic	e of Education/California Mini-Corps						
The California Migrant Mini-Corps Program provides tutors for Migrant students. These tutors are college students who participate in an extensive professional development program. Mini-Corps has committed to giving the Migrant Program two tutors to assist with our ELD Academy school program.								
FISCAL IMPACT:	FISCAL IMPACT:							
None								
RECOMMENDATION:								
It is recommended by the Executive Direct Superintendent, Educational Services, tha with Butte County Office of Education/Cali	t the Board of Truste							

#### **ADDITIONAL MATERIALS:**

Attached: Agreement/MOU #15-106, Butte County Office of Education/California Mini-Corps

(3 Pages)

#### 2015-2016 Fiscal Year

#### MEMORANDUM OF UNDERSTANDING FOR BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS AND OXNARD SCHOOL DISTRICT

THIS AGREEMENT is made and entered into, by and between California Mini-Corps, a component of the California Master Plan for Migrant Education, P.L. 98-211, who shall hereafter be referred to as CMC, and Oxnard School District hereafter referred to as District. This agreement is for the purpose of providing California Mini-Corps program services for migrant students in the district. In order to implement and conduct the program during the 2015-2016 fiscal year, CMC and District agree as follows:

#### UNDER THIS AGREEMENT DISTRICT AGREES TO:

- 1. Identify the schools to be served by Mini-Corps Tutors where there is an academic need to provide tutorial and progress monitoring services to select migrant students.
- 2. Distribute recruitment forms to their area staff and high school seniors.
- 3. Inform the Mini-Corps Coordinator of regional parent meetings.
- 4. Provide a list of graduating migrant students.
- 5. Assist in recruiting prospective Mini-Corps Tutors and participate in the interview panel as needed.
- 6. Inform schools, as needed, that Mini-Corps Tutors meet the NCLB paraprofessional requirement and Department of Justice (DOJ)/Federal Bureau of Investigation /FBI) clearances.
- 7. Submit a request for Mini-Corps tutors for college/university based and/or special projects with dates of program, work hours, site contact person, etc., if applicable.
- 8. Collaborate and coordinate with Mini-Corps Coordinator to ensure that tutors assist and participate in educational activities such as Student/Parent Conferences, Saturday Schools, or Leadership Conferences.
- 9. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
- 10. Confer with the Mini-Corps Coordinator on the placement, program schedule changes and reassignments of Mini-Corps Tutors during the fiscal year.
- 11. Notify the Mini-Corps Coordinator of local trainings in which Mini-Corps staff can attend.
- 12. Notify the Mini-Corps Coordinator of meetings where the Mini-Corps Coordinator's presence is required.
- 13. Contact the Mini-Corps program when there is a problem impacting the programs.
- 14. Provide Mini-Corps tutors with instructional material to work with migrant children during special projects or summer programs.
- 15. Reimburse the CMC for any additional tutor slots and/or hours beyond the allocation stipulated under number 1 and 2 below.

#### UNDER THIS AGREEMENT CMC AGREES TO:

1. Provide <u>4</u> or more subject to funding availability to work with migrant children at select schools within the district, during the 2015-16 fiscal year. Most tutors will use DIBELS assessment with select migrant students served. In some cases, 3-12 grade students may be surveyed for the purpose of assessing our program services.

- 2. Provide approximately 129 workdays and/or maximum of 645 work hours, during the 2015-2016 fiscal year, for Mini-Corps Tutors at no cost to the district.
- 3. Provide the district with a Coordinator that will directly supervise Mini-Corps Tutors assigned to the region.
- 4. Ensure the coordinator meets with district administrator or designee to review the placement list and provide program updates as needed.
- 5. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
- 6. Provide professional development for Mini-Corps Tutors that will include:
  - a. A minimum of 6 hours of training per month to Mini-Corps Tutors.
  - b. A three day Summer Institute Training in Sacramento in June.
- 7. Develop all necessary recruitment announcements, posters, brochures, applications, etc.
- 8. Provide presentation(s) by Mini-Corps College Coordinator and Mini-Corps Tutor(s) at the local sites of the district on the Mini-Corps Program as needed.
- 9. Recruit former migrant high school students.
- 10. Recruit, select, and hire the Mini-Corps Tutors.
- 11. Ensure that all Mini-Corps staff obtains DOJ/FBI clearances before they are assigned at a school. If necessary, provide verification letters of fingerprint clearances to the district.
- 12. Ensure all Mini-Corps staff is covered under workmen's compensation.
- 13. Ensure that all Mini-Corps Tutors meet the No Child Left Behind (NCLB) requirements.
- 14. Work with Priority for Service (PFS) and other migrant students and be involved in traditional and non-traditional school activities.
- 15. Work cooperatively with district designee in making Mini-Corps Tutor placements during the fiscal year.
- 16. Communicate with designated staff regarding any problems or issues with Mini-Corps Tutor placements.
- 17. Take immediate action to remedy any problems regarding Mini-Corps program at all placement sites.
- 18. Supervise, observe, and monitor Mini-Corps Tutors that are providing instructional services to migrant students.
- 19. Complete an annual evaluation of the Mini-Corps Tutor with input from the master teacher.
- 20. The Mini-Corps College Coordinator and Mini-Corps Tutors will attend local in-service trainings conducted by the region if needed.
- 21. Provide information to the district regarding Mini-Corps activities.
- 22. Meet with district staff as needed.
- 23. Schedule and provide presentations to Migrant Parent Advisory Councils if needed.
- 24. Schedule state staff business meetings and training sessions for the Mini-Corps College Coordinators.
- 25. Invoice the district for any additional days requested by the district that exceed Mini-Corps Tutor contract.
- 26. CMC agrees to defend and hold Oxnard School District and its officers, agents and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof, caused by arising out of, or in any way related to "CMC's" actions or omissions in the performance of this agreement. Mini-Corps shall maintain a liability insurance policy in amounts of not less than \$5 million per occurrence for bodily injury and \$5 million for property less than thirty (30) days notice of cancellation or material charge. A certificate of insurance stating these conditions shall be issued to Oxnard School District by Mini-Corps' insurance carrier. Such insurance shall be maintained with insurance carriers licensed to transact business in the State of California, which carries shall be reasonably satisfactory to Oxnard School District. At the inception of the Agreement, CMC shall

furnish to Oxnard School District a certificate of insurance or other evidence that such insurance is in effect.

California Mini-Corps	Oxnard School District			
BY: Juana Samara  Juana Zamora, Assistant Superintendent	BY: Authorized Signature - Lisa A. Franz			
	Title: Director, Purchasing			
Date: 6/8/15	Date:			

#### **BOARD AGENDA ITEM**

Name of Contributor(s): Robin Freeman		Date of Meeting:	10/7/15
STUDY SESSION			
CLOSED SESSION			
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	-
Approval of Agreement #15-107 – Buck	Institute for Education	n (Freeman/West)	

The Buck Institute for Education will provide a series of training workshops in Project Based Learning for up to 70 educators from the three (3) middle school academies during the 2015-2016 school year. The Buck Institute for Education will also provide 35 PBL 101 Workbooks at the initial 3-day training. The trainings will take place both off site and at OSD facilities.

#### FISCAL IMPACT:

Not to exceed \$34,000.00 - MSAP

#### **RECOMMENDATION:**

It is recommended by the Director, MSAP Grant, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-107 with the Buck Institute for Education.

#### ADDITIONAL MATERIAL(S):

**Attached:** Agreement #15-107, Buck Institute for Education (4 Pages)

Certificate of Insurance (2 Pages)



#### OSD AGREEMENT #15-107

#### BUCK INSTITUTE FOR EDUCATION

PROJECT BASED LEARNING FOR THE 21ST CENTURY

#### **SERVICES AGREEMENT**

Agreement Number: A-1276 Agreement Date: October 7, 2015

#### **Address Information**

Bill to: Ship to:

1051 South A Street 1051 South A Street

Oxnard, CA Oxnard, CA 93030 93030

**Billing Information** 

Company Name: Oxnard School District Phone:

Contact Name: Mayte Ruiz

Email Address: mruiz@oxnardsd.org

Phone: 805 385-1501 ext. 2454

Fax:

#### **Services**

Service	Start Date	End Date	Price
PBL 101	10/13/2015	10/15/2015	\$10,500.00
Sustained Support Visit	12/1/2015	12/1/2015	\$5,700.00
Sustained Support Visit	12/5/2015	12/5/2015	\$5,700.00
Sustained Support Visit	2/2/2016	2/2/2016	\$5,700.00
Sustained Support Visit	2/6/2016	2/6/2016	\$5,700.00

Total: USD 33,300.00

Pricing is all-inclusive of facilitators' travel and accommodations within the continental United States, along with other applicable fees. The prices listed are in USD and do not include any applicable taxes for services provided outside of the United States.

The price of the PBL 101 Workshop also includes 35 copies of the PBL 101 Workshook shipped to the client's site. Publications are not included in the price of other BIE services (including Sustained Support Visits). All other BIE publications can be purchased on www.bie.org/shop.

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed. BIE reserves the right to increase workshop prices periodically. The prices listed on the Services Agreement do not ensure the same pricing for additional service(s) scheduled at a later date.

#### **Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the services on this Agreement?

Please select (Customer to Complete)
No

Yes

If yes, and you have this information, please enter it below:

PO Number:

PO Amount:

If your organization requires a PO, the PO must be delivered to BIE 30+ days prior a service start date. If the PO is not provided within 30 days prior to the scheduled service start date, BIE reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client.

#### **Terms and Conditions**

- 1. BIE will provide the Client with the professional development services as specified above.
- 2. BIE is the sole provider of these services due to the copyrighted materials used. BIE shall retain exclusive copyrights to all its existing written and audiovisual material provided in the training. The Client shall retain exclusive copyrights to all written material, such as project design blueprints, developed by participants during professional services events.
- 3. The Client agrees to provide a meeting space, projector/screens to display the workshop slide-deck, speakers/sound system to project presentation audio/visuals, chart paper, markers, and post-it notes for each service listed.
- 4. The maximum capacity for each service is 35 participants. If the participants exceed 35 for each service, BIE reserves the right to cancel the service. If the presenter is able to accommodate the additional participants, the Client will be charged the appropriate fees for additional services provided.

- 5. BIE and the Client agree that BIE will assign an appropriately trained and experienced primary presenter, a "National Faculty" designee, for the training program described in this Contract. BIE will be solely responsible for payment of his/her compensation. National Faculty members are not BIE employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to BIE. The person(s) assigned by BIE to act as presenter of BIE materials under this Contract is not an agent of BIE and has no authority to modify the terms and provisions of this Contract on behalf of BIE, or to bind BIE to provide any additional materials or services related to this Contract which are not specified in this Contract. The assigned presenter is solely responsible for his/her conduct, manner and actions in presentation of BIE materials under this Contract.
- 6. BIE will submit invoices to the Client within 30 days following each service provided, per the Scope of Work.
- 7. The Client will submit payment to BIE upon receipt of said invoices, net 30 days from receipt of invoice.
- 8. If your organization requires a PO, the PO must be delivered to BIE 30+ days prior a service start date. If the PO is not provided within 30 days prior to the scheduled service start date, BIE reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.
- 9. A notice of cancellation or rescheduling of any scheduled services must be made in writing 60 days in advance of the scheduled date. Cancellations and rescheduling requests for each service are subject to the following fees in order to compensate for costs already incurred by BIE as a part of the scheduling process.
- 10. The organization will be invoiced for the rescheduling fee listed below and must provide BIE with rescheduled dates within 30 days of the initial rescheduling request. If the organization cancels or no rescheduled date is provided within 30 days, the organization will be invoiced for the full cancellation fee.

Notification Period (# of days prior to the confirmed service delivery date)	Rescheduling Fee (per service)	Cancellation Fee (per service)		
60+ days	\$0	\$0		
31-60 days	\$250	\$2,500		
8-30 days	\$500 *	\$2,500		
1-7 days	\$750*	\$2,500		
< 24 hours (including, but not limited to, incidents of inclement weather, fire, power failure, or other similar occurrence)	\$1,000 + Full reimbursement of travel expenses will be required.	Full cost of service		

* Including, but not limited to, failure to	provide BIE with a PO	) if the Client requires	PO for
purchase or payment of these services.			

Signature	Block
Signature:	

\_\_\_\_\_

Name: Lisa Franz

\_\_\_\_\_

Date

Signed:

Bob Lenz

**Executive Director** 

**Buck Institute for Education** 



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/13/2015

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

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

	e terms and conditions of the policy, ertificate holder in lieu of such endors				naorse	ment. A stat	ement on th	is certificate does not co	onter r	ignts to the
PRODUCER			CONTA NAME:							
Commercial Lines – 707-769-2900			PHONE   FAX (A/C, No, Ext): (A/C, No):							
Wells Fargo Insurance Services USA, Inc CA Lic#: 0D08408			E-MAIL ADDRE	SS:						
	9 A N. McDowell Blvd					INS	URER(S) AFFOR	RDING COVERAGE		NAIC #
Peta	aluma, CA 94954				INSURE	RA: Philade	elphia Indemr	nity Insurance Company		18058
INSU					INSURE	RB: Repub	lic Indemnity	Company of California		43753
	k Institute for Education				INSURE	RC:				
18 (	Commercial Blvd.				INSURE	RD:				
NI.	04.04040				INSURE	RE:				
	rato CA 94949			0724402	INSURE	RF:				
	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES			NUMBER: 8731193	/C DEC	N ICCUED TO		REVISION NUMBER: S		
IN CI	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I KCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT	REMEN	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIES	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPECT TO	CT TO	WHICH THIS
INSR	TYPE OF INSURANCE	ADDL	SUBR		DLLINI	POLICY EFF (MM/DD/YYYY)		LIMIT	<u> </u>	
LTR	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER				EACH OCCURRENCE	\$	1,000,000
Α	CLAIMS-MADE X OCCUR			PHPK1269357		02/05/2015	02/05/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:								\$	
Α	AUTOMOBILE LIABILITY			PHPK1269357		02/05/2015	02/05/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS X NON-OWNED							` '	\$	
	X HIRED AUTOS X AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X UMBRELLA LIAB X OCCUR			PHUB483452		02/05/2015	02/05/2016	EACH OCCURRENCE	\$	2,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	2,000,000
_	DED X RETENTION \$ 10,000  WORKERS COMPENSATION					07/04/2014	07/04/0045	X PER OTH-	\$	
В	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			18771801		07/01/2014	07/01/2015			1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Professional Liability			PHPK1269357		02/05/2015	02/05/2016	\$2,000,000 Aggregate	φ	
	-							1,000,000 Each Professional Inci	dent	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES (	ACORD	101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requi	red)		
CG	20 26 07 04 Re: Project Based Learnin	g Pr	ofessi	onal Development Service	s					
Ov	nard School District its officers, agents,	amnl	٥٧٩٩٥	s and/or volunteers are co	vered a	s additional in	neurad with re	espect to general liability o	f the n	amed
	ured per endorsement referenced above		0,000	o, and or voluntoors are so	, o, o a a	o additional ii	lourou with re	opoot to gonoral hability o	1 410 11	arriod
CE	RTIFICATE HOLDER				CANC	ELLATION				
Oxnard School District				<b>SHO</b>	ULD ANY OF 1	THE ABOVE D	ESCRIBED POLICIES BE CA	ANCELI	LED BEFORE	
	Attn: Lisa Franz, Purchasing Dept.							EREOF, NOTICE WILL E	BE DE	LIVERED IN
	051 South A Street				ACC	ORDANCE WI	in ine PULIC	CY PROVISIONS.		
	knard, CA 93030				AUTHO	RIZED REPRESE				
								w. Spondon		

POLICY NUMBER: PHPK1269357

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### Name of Additional Insured Person(s) or Organization(s)

Re: Project Based Learning Professional Development Services

Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured with respect to general liability of the named insured per endorsement referenced above.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

#### **BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman		Date of Meeting: 10/7/15
STUDY SESSION		
CLOSED SESSION		
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
Approval of Agreement #15-108 – Focus	on the Masters (Free	man/Breitenbach)

Focus on the Masters will provide art lessons during school hours for students attending Marshall School. Focus on the Masters is an appreciation program that documents, preserves and presents the works and lives of accomplished local artists in Ventura County.

#### **FISCAL IMPACT:**

Not to exceed \$1,350.00 - Site Allocated General Fund - LCFF

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Marshall School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-108 with Focus on the Masters.

#### **ADDITIONAL MATERIALS:**

**Attached:** Agreement #15-108, Focus on the Masters (1 Page)



#### A Fine Arts Experience for Youth

·Provided by Focus on the Masters·

#### CONTRACT between FOTM and Marshall School, Oxnard School District

Contract Number	LTS241	For	3 residencies-8 lessons each
<b>Date of Contract</b>	October 7, 2015		
School/Institution	Marshall School	Phone #	(805) 385-1557
Billing Address	2900 Thurgood Marshall Dr.	Oxnard	93036
Responsible Party	Marlene Breitenbach	Phone #	
Contact Person/Teacher	Marlene Breitenbach	Phone #	
Number of Students	Up to 40 students per class	Grade	5, 3 classrooms
<b>Location of Instruction Session</b>	Marshall School	Room #	5 <sup>th</sup> grades
Day of Instruction	Thursdays	Time	8:30, 9:45 & 11:00
<b>Instruction Starts</b>	November 5, 2015	Ends	January 14, 2016
LTS Instructor	Aimee French	Phone #	(805)653-2501
LTS Fee	\$450 each	Total due	\$1,350.00

#### This is an agreement for services hereafter described and subject to the following items and conditions:

**1. DESCRIPTION OF SERVICES:** 3 *Learning To See* (LTS) residencies of one lesson for 8 weeks for each 5<sup>th</sup> grade class provided by Focus on the Masters' *Learning To See* Youth Outreach Program.

#### 2. INSTITUTION RESPONSIBILITIES:

- Sign, date and return this contract to FOTM. Please submit payment for invoice provided upon receipt.
- An institution's staff member will be present in the classroom at all times.
- ♦ A computer, projector and white screen will be set up for each lesson **prior to the arrival of the LTS instructor.**
- If the host teacher needs to reschedule a class after the schedule has been agreed upon between FOTM and your institution, the LTS instructor will make every effort to reschedule, but may be unable to reschedule a class due to calendar conflict.

#### 3. LTS INSTRUCTOR RESPONSIBILITIES:

- ♦ Lessons will be 60 minutes in length.
- ♦ All supplies are provided, limited to a \$50 budget per residency.
- If the LTS instructor is unable to attend due to illness or emergency and cannot arrange for a substitute LTS teacher, the LTS instructor will notify the school or institution as soon as possible and will reschedule the class at a mutually agreed upon date and time.

#### Please sign and return this contract upon receipt to:

Aimee French, Education Coordinator · FOTM ·

503 Poli St. Suite 405, Ventura, California 93001 · Ph: 805/653-2501

I have read and agree with the above information.

Lisa A. Franz, Director, Purch	asing	
Name of authorized INSTITUTION representativ	re Signature	Date
Aimee French, Education Coordinator	And Shek	Sept 15, 2015
Name of authorized FOTM representative	Signature	Date
Accounting copy	School copy	File copy

#### **BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman		Date of Meeting:	10/7/15
STUDY SESSION			
CLOSED SESSION	- <u></u>		
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	-
Approval of Agreement #15-109 - Vent	ura County Office of	Education	

This agreement authorizes the Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Quality Rating Improvement System (QRIS) Block Grant with enhancement supports provided by the Ventura County Office of Education (VCOE). Through this agreement the Oxnard School District will access funding to maintain and increase access to high quality preschools. The funding covers professional development, technical assistance, and costs of materials.

#### **FISCAL IMPACT:**

Funding will be provided to the Oxnard School District for this project up to the amount of \$224,000.00

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction & Accountability, that the Board of Trustees approve Agreement #15-109 with the Ventura County Office of Education.

#### ADDITIONAL MATERIAL(S):

Attached: Agreement #15-109, Ventura County Office of Education (5 Pages)

Exhibit 1 – Privacy Policy and Terms & Conditions (8 Pages)

Exhibit 2 – Information Security Program (7 Pages) Exhibit 3 – QRIS Continuum Framework (3 Pages)

Exhibit 4 – QRIS Block Grant Semi-Annual Reporting Form (2 Pages)



VCSS BS-1252/7-14

Contract # <u>C16-0005</u>/ Vendor # <u>001068</u>

# Ventura County Office of Education SHORT FORM SERVICES AGREEMENT

Oxnard Elementary School Di	strict				
Provider 1051 South A Street	Ţ	Tax Identification or Social Security Number Oxnard, CA 93030			
Street Address	Č	City, State, Zip			
SERVICES.					
See Attached Statement of Work  Description of Services to be performed					
August 1, 2015 - September 1, 2016	N/A		Soo Attached State of State of		
Date(s)/Term of Service(s)	Hour(s) of Service		See Attached Statement of Work  Location		
FEES.			33,04407		
Compensation for Services			<b>\$</b> 224,000.00		
Covered Expenses  Yes (I *Original itemized receipts requir	-day/Hour/Session/Quarter/Lump sum temize below)  No		\$ 0.00		
Total not to exceed	eu .				
PROVIDER REQUIREMENTS.			\$ 224,000.00		
W-9	_/				
	Signed IRS 20 Factor Checklist	☐ Signed Travel po	licy Other Call 15w		
☐ Certificates of Insurance	☐ Fingerprint Certification	☐ Out-of-State With (See Tax Notice			
CONDITIONS. Provider will have no ol	oligation to provide services until Superint	tendent returns a signed c	copy of this Agreement		
THE PARTY OF THE P	imes agree the relationship created by this	Agragment in that . Ct. 1			
perform this Agreement.	varrants that Provider has all requisite pow	er and authority to condu	act its business and to execute, deliver an		
SUBCONTRACTING None of the com	Book and the state of the state				
nurectly employed by him/her, as if the	acts and omissions were performed by him	The district support	nuractors, and of persons either directly of		
ERMINATION OR AMENDMENT T	hig Agrangement I vis		written concent of all and		
ANCELLATION CLAUSE A	her party for any reason by giving the other	er party 30 days advance	written notice.		
ndar days notice prior to the scheduled d	ent shall be provided if the stated activity is	is cancelled for whatever	reason with a minimum of seven (7) cal		
AYMENT. Upon proper invoicing, payn	ent will be made within 20 days of annual	11 4 5			
are against any employee or applicant for	r employment because of race, religion, co	olor, sex, or national origi	ees that it does not and shall not discrimi		
OVERNING LAW AND VENUES TO	0 A composition 4 11 11 1				
OPYRIGHT, Provider hereby agrees the	of Comments of the transfer	- south court situated in	me County of Ventura, State of California		
RBITRATION Any dispute origing und	at Superintendent shall be the sole owner o ent. Provider shall maintain the confidenti	y and any such inacting	is produced		
nforcement of this Agreement shall be res	ler this Agreement, including, without lim olved by binding arbitration in Ventura Co	utation, all disputes relati unty pursuant to the rules	ing in any manner to the performance or		
the court or arbitrator, shall be entitled	to recover its reasonable attorneys fees and	the terms of this Agree	ment, the prevailing party, as determined		
ISURANCE. Provider is required to p	rovide insurance coverage limits specifie	ed on "REQUIRED LIMI"	TS OF INSURANCE FOR INDEPENDENT		
DEMNIFICATION Provides			TOR HOEF ENDER		
officers, agents, employees, or subcontry for any and all damage to the Real and perintendent assumes no responsibility subcontractors. Provider further beach.	defend, indemnify, and hold harmless Superges and expenses, including legal fees and loss, sustained or claimed to have been suspectors of Provider, whether such act or om Personal Property of the Superintendent, whatsoever for any property placed on Superintendent, which is superintendent.	ustained arising out of act aission is authorized by the or loss or theft of such Proper perintendent premises by	is or claims arising out of any liability or tivities of the Provider or those of any of his Agreement or not. Provider shall also roperty, done or caused by such persons.  Provider, Provider's agents, appleases		
CKNOWLEDGEMENT AND AGE	EEMENT. I have read this agreement		, onions, agents, employees, and/		
sa Franz, Director		t and agree to its terms			
vider/Representative's name and title (p.	rint) Signature				
arrie Murphy, Director, ECP	Outus	<b>X</b> 0	Date		
OE Program Manager om Etchart, Director, Business Office	Signature	2)	Date		
COE Authorized Representative	Am &	Helly	8/10/10		
and the second s	Signature		Date		
or VCOE use only: 120 5177 617			minds		
Charge to Account. 013-5801-9010-0-8	000-2100-000-290-0248-0	Contr	ract not to exceed, \$ 224,000.00		
completion of Services confirmation & a	proval for payment	Collin	action to exceed, 5		
	Program Manager		Date		
Department Contact, Carrie Murphy 8	05.437.1510		DE542		

#### **IRS 20 FACTOR CHECKLIST**

Below are the 20 factors used by the IRS to determine whether the control over a worker is sufficient to constitute an employer-employee relationship. If the relationship is an Independent Contractor, you should only be concerned with the results of the work, not the way in which it is performed. Though these rules are intended only as a guide (the IRS says the importance of each factor depends on the individual circumstances) they should be helpful in determining whether enough control is exercised to show an employer-employee relationship.

If you answer "YES" to <u>all</u> of the first four questions, you're <u>probably</u> dealing with an independent contractor; "YES" to <u>any</u> of questions 5 through 20 means your worker is probably an employee.

- 1. Profit or loss. Can the worker make a profit or suffer a loss as a result of the work aside from the project? (This should involve real economic risk not just the risk of not getting paid.)
- 2. Investment. Does the worker have an investment in the equipment and facilities used to do the work? (The greater the investment, the more likely independent contractor status.)
- 3. Works for more than one firm. Does the person work for more than one company at a time? (This tends to indicate independent contractor status, but employees can also work for more than one business.)
- 4. Services offered to the general public. Does the worker offer services to the general public?
- 5. Instructions. Do you have the right to give the worker instructions about when, where, and how to work? (This shows control over the worker.)
- 6. Training. Do you train the worker to do the job in a particular way? (Independent contractors are already trained.)
- 7. Integration. Are the worker's services so important to your business that they have become a necessary part of the business? (This may show that the worker is subject to your control.)
- 8. <u>Services rendered personally.</u> Must the worker provide the services personally, as opposed to delegating tasks to someone else? (This indicates that you are interested in the methods employed, and not just the results.)
- 9. Hiring assistants. Do you hire, supervise, and pay the worker's assistants? (Independent contractors hire and pay their own staffs.)
- 10. <u>Continuing relationship.</u> Is there an ongoing relationship between the worker and yourself? (A relationship can be considered ongoing if services are performed frequently, but irregularly.)
- 11. Work hours. Do you set the worker's hours? (Independent contractors are masters of their own time.)
- 12. <u>Full-time work.</u> Must the worker spend all of his or her time on your job? (Independent contractors choose when and where they will work.)
- 13. Work done on premises. Must the individual work on your premises, or do you control the route or location where the work must be performed? (Answering no doesn't by itself mean independent contractor status.)
- 14. Sequence. Do you have the right to determine the order in which services are performed? (This shows control over the worker.)
- 15. Reports. Must the worker give you reports accounting for his or her actions? (This may tend to show lack of independence.)
- 16. Pay schedules. Do you pay the worker by the hour, week, or month? (Independent contractors are generally paid by the job or on commission, although by industry practice, some are paid by the hour.)
- 17. Expenses. Do you pay the worker's business or travel costs? (This tends to show control.)
- 18. Tools and materials. Do you provide the worker with equipment, tools or materials? (Independent contractors generally supply the materials for the job and use their own tools and equipment.)
- 19. Right to fire. Can you fire the worker? (An independent contractor can't be fired without subjecting you to the risk of a breach of contract lawsuit, so long as the results meet specifications.)
- 20. Worker's right to quit. Can the worker quit at any time, without incurring liability? (An independent contractor has a legal obligation to complete the contract.)

By affixing my initials below, I certify I have reviewed the above "checklist."

Ollar	÷	
Program Manager	Contractor	

R:\Group\Busoff\CONTRACT\IRS 20 Factor Checklist.doc

#### 

STATEMENT OF WORK
AUGUST 1, 2015— SEPTEMBER 1, 2016

#### ITEM # 1 SCOPE OF SERVICES

Oxnard Elementary School District is eligible to receive a Block Grant for sustaining high-quality preschools and for each state-funded site that is rated Tier 4 or higher on the RTT Quality Continuum Framework (see attachment).

Block Grant funding is not guaranteed and is based on the availability of funding from the California Department of Education, Early Education Support Division. Funding received from the QRIS Block Grant is to be used to support high-quality preschool programs serving children between the ages of 3 and 5 years old.

Center-based sites, rated at Tier 4, will receive \$300 per child and up to 20 children per part-day session and sites, rated at Tier 5, will receive \$400 per child and up to 20 children per part-day session. Full-day classroom sessions will receive an increase adjustment of .6172, to be added to the base block grant amount.

The projected annual Block Grant amount, in the table below, is based on all current participating sites reaching Tier 5 rating on the RTT-ELC Quality Continuum Framework.

#### Table I

			Ti	er 5 Alloca					
Oxnard SD	# Classrm	Part- day children	Full-day Children	allocation	Part-day total	Full- day total		Adjustment Total	Total
Driffill Preschool	1	40		\$400.00	\$16,000.00	\$0.00	0.6172	\$0.00	
Elm Elementary	1	40		\$400.00	\$16,000.00	\$0.00	0.6172		\$16,000.00
McKinna Preschool	1	40		\$400.00	\$16,000.00	\$0.00	0.6172	\$0.00	\$16,000.00
Ritchen	1	40		\$400.00	\$16,000.00	\$0.00	0.6172	\$0.00	\$16,000.00
Rose Avenue Preschool	1	40		\$400.00	\$16,000.00	\$0.00		\$0.00	\$16,000.00
San Miguel Preschool	1	40		\$400.00	\$16,000.00	\$0.00	0.6172	\$0.00	\$16,000.00
Sierra Linda (Oxnard SD)	1	40		\$400.00	\$8,000.00	\$0.00	0.6172 0.6172	\$0.00	\$16,000.00 \$16,000.00

260 \$112,000,00

The actual Block Grant amount, listed in the table below, is based on ratings received by June 2015. The June 2015 ratings will expire June 2017 unless there is a trigger for reconsideration. Trigger for reconsideration includes changes to the site license or staff changes (lead teacher or site director/supervisor).

#### Table II

June 2015 Rating	Oxnard SD	Oxnard SD #Classrm	Part-day children	Full-day Children	allocation	Part-day total	Full- day total	Full day adjustm	Adjustment Total	Total
4	Driffill Preschool	1	40		\$300.00	\$12,000.00	\$0.00		1	***
4	Elm Elementary	1	40					0.6172	\$0.00	\$12,000.00
			40		\$300.00	\$12,000.00	\$0.00	0.6172	\$0.00	\$12,000.00
4	McKinna Preschool	1	40		\$300.00	\$12,000.00	\$0.00	0.6172	\$0.00	\$12,000.00
4	Ritchen	1	40		\$300.00	\$12,000.00	\$0.00			
	Rose Avenue				\$500.00	312,000.00	50.00	0.6172	\$0.00	\$12,000.00
3	Preschool	1			\$400.00	\$0.00	¢o an	0.6470		
	San Miguel				\$400.00	\$0.00	\$0.00	0.6172	\$0.00	\$0.00
4	Preschool	1	40		\$300.00	\$12,000.00	40.00			
	Sierra Linda				\$300,00	\$12,000.00	\$0.00	0.6172	\$0.00	\$12,000.00
4	(Oxnard SD)	1	40		\$300.00	\$6,000.00	\$0.00	0.6172	\$0.00	\$12,000.00

\$72,000,00

#### DATA COLLECTION

Oxnard SD will implement the web-based Pinwheel Data System. The Pinwheel Data System will store and track data from sites participating in the QRIS Block Grant. Oxnard SD will identify a Data Representative to facilitate the implementation of Pinwheel and provide the following data:

- Child Demographics
- Attendance for Children
- DRDP data
- Staff Education

Data may be exported from Oxnard SD's data system and imported into Pinwheel using a script or mapping file provided by Early Quality Systems, Inc. (EQS). Information/data not provided by Oxnard SD's data system will need to be entered manually.

The terms, provisions, representations and warranties contained in *Information Security Program and Continuity of Operations Program and the Privacy Policy (see attachment)* developed by Early Quality System (EQS) are included in this Agreement. Furthermore, VCOE will notify Oxnard SD if there are any changes or revisions to the above documents.

Oxnard SD is responsible for obtaining parent consent and authorization to share child data with VCOE.

#### INVOICING

This Agreement provides funding for Fiscal Years 2014-15 and 2015-16. Oxnard SD will invoice VCOE for each Fiscal Year in the amount as indicated in Table II above, once this Agreement is fully executed.

All funding received for Fiscal Year **2014-15** must be **expended by December 31, 2015**. Funding received for Fiscal Year **2015-16** must be expended by **August 31, 2016**. Two invoices will be submitted to:

Carrie Murphy, Director Early Childhood Programs Ventura County Office of Education 5100 Adolfo Rd. Camarillo, CA 93012

#### REPORTING

Oxnard SD is responsible for reporting expenditures for all funding received through the Block Grant. Oxnard SD will provide a copy of page 4 of the supplemental funds from CDFS 8500 along with a hard copy and electronic copy of the *Block Grant Expenditure Report* (see attachment).

Expenditure reports are due January 15, 2016 for Fiscal Year 2014-15 and September 15, 2016 for Fiscal Year 2015-16.

#### **ATTACHMENTS**

- 1. Early Quality Systems, Inc./Pinwheel Privacy Policy (Exhibit 1)
- 2. Information Security Program and Continuity of Operations Plan (Exhibit 2)
- 3. RTT Quality Continuum Framework (Exhibit 3)
- 4. Block Grant Expenditure Report (Exhibit 4)

and Conditions, for Early Quality Systems, Inc. /Pinwhathat all users are required to accept, with a signature for your organization, before accessing Pinwheel.	neel,
Legal name of organization	
Signature	Date
Name and Title	

# EARLY QUALITY SYSTEMS, INC. /PINWHEEL PRIVACY POLICY AND TERMS AND CONDITIONS

Before using Pinwheel, please read this Privacy Policy and the Terms of Use for the Pinwheel Site carefully. By using Pinwheel and its services, you acknowledge that you understand, accept and agree to the terms of this Privacy Policy and the Terms of Use for Pinwheel. If you have any questions concerning this Privacy Policy or the Terms of Use for Pinwheel, please contact Early Quality Systems at info@earlyqualitysystems.com.

#### Introduction

Early Quality Systems, Inc. (EQS) is under contract with First 5 Ventura ("Funder") to provide a Web-based Quality Rating and Improvement System (QRIS) data collection and program management system (Pinwheel) for Ventura County Office of Education (VCOE) and designated Preschool Agencies. The Funder contracts with EQS to provide the Pinwheel Site pursuant to agreed specifications. Some features of the Pinwheel Site may not be accessible to all users. This Privacy Policy explains EQS's privacy policy with respect to the personally identifiable data collected through the Pinwheel Site.

#### **Purpose of Pinwheel**

Pinwheel is a program management and reporting system with features designed for use by a wide variety of early education stakeholders, including preschool teachers and other staff at preschool sites, funders, independent assessors, and professional development coaches. Some features of Pinwheel are designed for and available only to the preschool providers and their authorized staff ("Educators"). Other features of Pinwheel are designed for the Funders. The purpose of the Pinwheel features for Educators is to facilitate the enrollment of students, recording assessment scores, tracking referrals, taking attendance, documenting professional development activities, and reporting to the Funder.

EQS collects and uses personally identifiable data through the Pinwheel Site in accordance with, and for the purpose of fulfilling, its QRIS system contract with the Funder. Data reporting activities to the Funder will be conducted in accordance to the QPI Operating Guidelines at the designated quarterly intervals. Pinwheel's workflow for data submittals includes an administrative review by the Educator before data is submitted to the funder.

#### Access

Access to the Pinwheel Site is regulated by a Whitelist, Greylist, Blacklist scheme used in conjunction with account password controls. This system features:

- Only users on a IP whitelist have full access to Pinwheel.
- Users with authorized account credentials (account and password)
  that access Pinwheel via a non-whitelist IP may have partial access to
  Pinwheel. Personally-Identifiable Information (PII or PID) such as
  student name, address, or date of birth are masked by asterisks.
- IP's from commonly known internet trouble regions are Blacklisted and have no access to Pinwheel.
- Strong passwords are required and enforced.
- Electronic access is via FIPS 140-2 compliant encryption using SSL/HTTPS.
- All users have role and organization-based restrictions.

#### <u>Information Access and Correction</u>

Only an authorized Educator may enter data on a student's record through the Pinwheel Site. An authorized Educator may review the student record on the Pinwheel Site, make student record changes, review available assessment reports and otherwise track data for that student. An Educator may contact VCOE (Ischneider@vcoe.org) if the Educator believes there may be an issue with a student record or encounters any issues in accessing or correcting information through the Pinwheel Site.

#### Information Use or Disclosure

Except for the limited exceptions set forth below, EQS will not share with, or disclose to, third parties, the names of users, staff, students or other personally identifiable information collected through or in connection with the Pinwheel Site. EQS may, however, use or disclose personally identifiable information:

- As requested or required by the Funder for the QRIS Program or the user's or student's School or School District.
- In response to subpoenas, court orders or legal process, to the extent permitted or required by law;
- To protect student or user security, or the security of other persons, consistent with applicable laws;
- As required by law:
- In connection with the sale, joint venture or transfer of some or all of the assets of Early Quality Systems, Inc., subject to written approval from the Funder; and/or
- To affiliated companies and contractors providing services for the QRIS Program who are obligated to take appropriate commercially reasonable steps to maintain the confidentiality of such information and use it solely for the purposes specified in this Privacy Policy.
- Non-personally identifiable aggregated information collected through this website may be used for quality assurance and for research and development and may be disclosed to third parties in non-personally

identifiable form upon receipt of written approval from the Funder.

#### **Security and Confidentiality**

Subject to the other provisions of this Privacy Policy and contractual obligations, EQS will take commercially reasonable steps to maintain the confidentiality of all personal information and student records collected and managed through the Pinwheel Site. For example, the Pinwheel Site currently uses industry-standard SSL-encryption to protect user account and password information and uses a secure connection to EQS servers, which are protected by firewalls to prevent unauthorized break-ins. The administrative system and authentication mechanisms are protected through the use of SSL encryption of data transmitted via HTTP. As other security methodologies become commercially available, EQS may change its current security systems processes or substitute these systems with other security systems or processes. UNFORTUNATELY, NO DATA TRANSMISSION OVER THE INTERNET IS GUARANTEED COMPLETELY SECURE. GIVEN THE INHERENT OPERATION AND STRUCTURE OF THE INTERNET, ALL TRANSMISSIONS ARE DONE AT YOUR OWN RISK.

#### Precautions to be taken by Users

User Information and access to the Pinwheel Site is password protected for the privacy and protection of student personal and student assessment data. Educators, and other users are urged to keep confidential all user information and passwords. If storage of this information is required, it is recommended that it be kept in a secure location. To protect data, users should always logoff when exiting the Pinwheel Site and not divulge or share user identification or passwords with anyone.

#### Cookies

The use of cookies is a common practice for Internet facing web applications. Cookies are small text files that a website transfers to your computer's browser. Cookies will provide the website with non-personally identifiable information, but does identify your computer, browser and Internet specifications. The Pinwheel Site uses cookies to measure traffic patterns, personalize content, improve usability, and control security.

#### IP Addresses

An IP address is a number automatically assigned to your computer by your Internet service provider. The Pinwheel Site may collect IP addresses, the associated URLs, domain types, the browser type used to access the Site, the country, state and telephone area code where the users' Internet service provider's servers are located, the pages of the Pinwheel Site that users viewed

during their visit and any search terms entered on the Site. Collection of IP addresses is generally for system administration purposes, to monitor the level of activity on the Site and for security and access control reasons.

#### **Links to Other Sites**

The Pinwheel Site may contain links to other websites related to the QRIS Program on the Internet, which may include Funder sites, or other EQS websites. The information practices of those websites are not covered by this Privacy Statement or any other policies or terms applicable to the Pinwheel Site. You should read the terms and policies of those other websites before supplying information to that site or otherwise using the site.

#### **Site and Content Ownership**

The Site is owned and operated by EQS. The content thereof is protected by copyrights owned by EQS and/or its licensors and/or the Funder.

#### Changes to the Privacy Policy

This Privacy Policy and the Terms of Use for the Pinwheel Site may be revised from time to time through an updated posting. You should, therefore, check both this Privacy Policy and the Terms of Use periodically. Revisions are effective upon posting and your continued use of the Pinwheel Site following the posting of such revisions will indicate your acceptance of such revisions.

#### **Contact Information**

If you have questions or concerns about this Privacy Policy, please contact us by email. Our email address is info@earlyqualitysystems.com. If you want us to respond to your comment or question, please provide your contact information in your message.

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#### Pinwheel Terms and Conditions of Use

YOU ARE REQUIRED TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE PINWHEEL SITE.

Before using the Pinwheel Site, please read these Terms of Use and the Privacy Policy carefully. By using the Pinwheel Site and its services, you acknowledge that you understand, accept and agree to the terms of this Privacy Policy and the Terms of Use for the Pinwheel Site. If you do not agree to these Terms of Use, you are prohibited from using the Pinwheel Site. EQS reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Your continued use of the Site following the posting of changes to these Terms of Use (including the Privacy Policy) will constitute your acceptance of those changes. If you have any questions concerning this Privacy Policy or the Terms of Use for the Pinwheel Site, please contact EQS at info@earlyqualitysystems.com.

#### A. Restrictions on Use of Materials

- Pinwheel is operated by Early Quality Systems, Inc. ("EQS"). Early Quality Systems, Inc. is under contract with First 5 Ventura ("Funder") to provide a web-based Quality Rating and Improvement System (QRIS) data collection and program management system for designated Preschool Agencies (Pinwheel). The Funder contracts with EQS to provide the Pinwheel Site pursuant to agreed specifications.
- To the extent that you are a Preschool Agency using Pinwheel as
  provided in the contract with the Funder, and in the event any of these
  Website Terms and Conditions of Use conflict with the terms of the
  contract with the Funder, the terms of the contract with the Funder shall
  apply.
- 3. EQS restricts access to the site by IP white list and by password to users that are authorized by the Funder sponsoring the QRIS Program. Some authorized users, including School District personnel, may use the Site to submit personally identifiable information to EQS to allow for the [funder] to manage their QRIS program, and for related services.
- 4. Personally identifiable information, or materials found on the Pinwheel Site may not be disclosed to any unauthorized third party, or used for any purpose not authorized by the Funder which sponsors the applicable QRIS Program. No data or material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way that is not authorized by these Terms and Conditions of Use or the Funder which sponsors the authorized users' QRIS Program.

#### B. Disclaimer

The materials in the Pinwheel site are provided "as is" and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, EQS and Funder disclaim all warranties, expressed or implied, including, but not limited to, implied warranties or merchantability and fitness for a particular purpose. EQS and Funder do not warrant that the functions contained in the materials will be uninterrupted or error-free. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

#### C. Indemnification

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, your are entirely responsible for any and all activities which occur under your account and account holders other than education agencies agree to indemnify, defend, and hold harmless EQS and Funder for any liability or expense arising from such use or misuse. You agree to immediately notify EQS of any unauthorized use or your account or any other breach of security known to you.

#### D. Limitation of Liability

Under no circumstances, including, but not limited to, negligence, shall EQS and Funder be liable to you or any party for any direct, indirect, special, or consequential damages that result from the use of, or inability to use, this Web Site. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

In addition, nothing in these Terms and Conditions is intended to waive or limit the sovereign immunity of the Funder.

#### E. Termination

You may terminate your use of the Pinwheel Site at any time by ceasing to use the Pinwheel Site. Your use of the Pinwheel Site may also be terminated immediately by the Funder or EQS if in the Funder or EQS's sole determination you fail to comply with any term or provision of these terms and conditions.

#### F. Other

Except as stated in A.2, these terms shall be governed exclusively by laws of California without giving effect to any principles of conflicts of law. If any provision

of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

#### G. Privacy

Users of the Pinwheel Site must review and uphold the terms of the Privacy Policy found on the Pinwheel Site.

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## **Information Security Program**

#### **Program Objectives**

The objectives of this Information Security Program ("Program") are as follows:

Insure the security and confidentiality of the Early Quality System's customer information. Protect against any anticipated threats or hazards to the security and/or integrity of the Early Quality System's customer information.

Protect against unauthorized access to or use of the Early Quality System's customer information that could result in substantial harm or inconvenience to any customer.

For purposes of the Program, "customer information" means any information about a customer of the Early Quality System, or information the Early Quality System receives about the customer of another financial institution, that can be directly or indirectly attributed to the customer.

This Program, in and of itself, does not create a contract between the Early Quality System and any person or entity.

## **Program Coordinator(s)**

This Program and the safeguards it contemplates shall be implemented and maintained by an employee or employees ("Program Coordinator") designated by the Early Quality System. The Program Coordinator shall design, implement and maintain new safeguards as he or she determines to be necessary from time to time. The Program Coordinator shall report to the Early Quality System president. The Program Coordinator may delegate or outsource the performance of any function under the Information Security Program as he or she deems necessary from time to time.

In the event the Program Coordinator leaves the employment of the Early Quality System, the Early Quality System president shall take over the responsibilities of the Program Coordinator until a new Program Coordinator is designate.

#### **Risk Assessment**

The Program Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality System's operations, as determined by the Program Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;
- Information systems, including network and software design, as well as
- information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other systemsfailures.

Once the Program Coordinator has identified the reasonably foreseeable risks to the Early Quality System's customer information, the Program Coordinator will determine whether the Early Quality System's current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Program Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

#### Audit

The Program Coordinator shall regularly test or audit the effectiveness of the Early Quality System's safeguards' key controls, systems, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Program Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

### **Overseeing Service Providers**

The Program Coordinator shall be responsible for overseeing the Early Quality System's service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality System for such information.

The Program Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality System to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality System's safeguarding requirements.

## Periodic Reevaluation of the Program

The Program Coordinator shall reevaluate and modify the Program from tie to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts:
- Any material changes to the Early Quality System's operations, business or information technology arrangements; or
- Any other circumstances that the Program Coordinator knows, or has reason to know, may have a material impact of the Program.

In order to assist the Program Coordinator in the regard, the Early Quality System shall keep the Program Coordinator apprised of the nature and extent of all third party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality System's customer information.

# Information Security Policies and Procedures - Employee Training and Management

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following employee management and training safeguards:

- 1. All employees and independent contractors are responsible for complying with the Early Quality System's Program.
- 2. The Early Quality System will check references of each potential employee prior to the commencement of the applicant's employment.
- 3. The Early Quality System will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- 4. All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- 5. All new employees, and independent contractors who perform services in the Early Quality System, that have access to customer information will participate in the Early Quality System's information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality System's Program. Training will recur at least once each year, or sooner, as determined by Early Quality System management and as required by changes to the Program.
- 6. Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
  - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
  - Locking rooms and file cabinets where paper records are kept.
  - Using password-activated computer software, systems, applications or
  - terminals or an automatic log-off function that terminates access after a short period of inactivity.
  - Using strong passwords (at least eight characters long and alpha-numeric).
  - · Changing passwords periodically, and maintaining the security of
  - passwords.

- Sending electronic information over secure channels only.
- Appropriately disposing of paper and electronic records.
- Other training as determined appropriate by management from time to time.
- 7. The Early Quality System will take appropriate steps to encourage awareness of, and compliance with the Program.
- 8. All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality System management.
- 9. Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality System.
- 10. All persons who fail to comply with the Early Quality System's Program shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality System. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

# Information Security Policies and Procedures

#### Information Systems

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following information systems safeguards:

- 1. All records containing customer information shall be stored and maintained in a secure area.
- Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The Program Coordinator shall control access to such areas.
- All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
- Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the Program Coordinator shall control access to such servers.
- Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer system with a direct Internet connection.
- All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the Program Coordinator.
- 2. All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.
  - Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality System directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in

- transit. Such secure transmissions shall be automatic.
- Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
- Early Quality Systems shall require by contract that inbound transmissions of customer information delivered to the Early Quality System via other sources be encrypted or otherwise secured.
- All outbound transmissions of customer information shall be secured in a manner acceptable to the Program Coordinator.
- To the extent sensitive data must be transmitted to the Early Quality System by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
- The Program Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality System and with the Early Quality System's business partner and vendors.
- 3. Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.
- 4. All paper transmissions of customer information by the Early Quality System shall be performed on a secure basis.
  - Sensitive customer information shall be properly secured at all times.
  - Customer information delivered by the Early Quality System to third parties shall be kept sealed at all times.
  - Paper-based customer information shall not be left unattended at any time it is in an unsecured area.
- 5. All customer information shall be disposed of in a secure manner.
  - The Program Coordinator shall supervise the disposal of all records containing customer information.
  - Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.
  - All hardware shall be effectively destroyed.
  - All customer information shall be disposed of in a secure manner after any applicable retention period.
- 6. The Program Coordinator shall maintain an inventory of Early Quality System computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.
- 7. The Program Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.

## Information Security Policies and Procedures – Detecting,

# Preventing and Responding to Attacks, Intrusions or Other Systems Failures

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following attack and intrusion safeguards:

- The Program Coordinator shall ensure the Early Quality System has adequate procedures to address any breaches of the Early Quality System's information safeguards that would materially impact the confidentiality and security of customer information.
- 2. The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer systems, etc.
- 3. The Program Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
- 4. The Program Coordinator shall communicate with the Early Quality System's computer vendors from time to time to ensure that the Early Quality System has installed the most recent patches that resolve software vulnerabilities.
- 5. The Early Quality System shall utilize anti-virus software that updates automatically.
- 6. The Early Quality System shall maintain up-to-date firewalls.
- 7. The Program Coordinator shall manage the Early Quality System's information security tools for employees and pass along updates about any security risks or breaches.
- 8. The Program Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
- 9. The Program Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
- 10. The Program Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

## **Continuity of Operations Plan (COOP)**

Provide for and restore access to critical data resources required by Early Quality Systems to carry out service delivery operations. Data resources include but are not limited to email; contents of all shared network file storage; Websites, databases and any other data resources deemed to be critical to restoring operations. Providing access to these resources in the event of displacement/relocation will require the commensurate hardware, software, and facility infrastructure to allow for access to the data.

Vital records and databases identified as critical to supporting mission-essential functions, both paper and electronic, have been identified and will be maintained, updated, and stored in secure offsite locations. In addition, procedures will be developed to ensure that records are maintained and updated regularly. Procedures will also identify how emergency operating records will be made available to qualified personnel and will ensure backup for legal and financial records. Identified below are different categories of vital records:

- Vital records essential to the continued functioning or reconstitution of an organization during and after an emergency in a secure offsite location:
  - Emergency plans and directives
  - Records of a policy or procedural nature that provide staff with guidance and information or resources necessary for conducting operations during any emergency and for resuming normal operations at its conclusion
- Vital records critical to carrying out an organization's essential legal and financial functions and activities:
  - Accounts receivable
  - Contracting and acquisition files
  - Official personnel files
  - Payroll
  - Property management and inventory records

Disaster which involves information security or data loss shall be handled by the following procedures:

- Program Coordinator shall immediately assess nature of breach and best recovery option
- Program Coordinator shall immediately inform Early Quality Systems president
- Early Quality System's president shall inform all affected customers of nature and severity of breach and recovery plans in a timely fashion
- Early Quality System's president shall inform appropriate insurance company if breach has material financial consequences in a timely fashion

# CALIFORNIA RACE TO THE TOP – EARLY LEARNING CHALLENGE (RTT-ELC) QUALITY CONTINUUM FRAMEWORK – QRIS HYBRID MATRIX (HYBRID MATRIX)

BLOCK	THE RESERVE TO STREET	The state of the s	AND DESCRIPTION OF THE PARTY OF	Exhibit 3
(Common Tier 1) Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
The state of	COR	E I: CHILD DEVELOPMENT AN	D SCHOOL READINESS	
Child Observation				
□ Not required	☐ Program uses evidence-based child assessment/ observation tool once a year ☐ Familiarity with CA Foundations and Frameworks for the appropriate age group (e.g. overview training) (Lead Teacher)	☐ Program uses valid and reliable child assessment/observation tool aligned with CA Foundations & Frameworks twice a year	☐ DRDP (minimum twice a year) and results used to inform curriculum planning	☐ Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning ☐ All teachers complete training on Foundations and Framework, (Volume 1 for preschool or all domains for infant/toddler teachers) beginning 2013-14*  *All teachers who have responsibility for instruction and child assessments.
<b>Developmental and Health</b>	Screenings			
☐ Meets Title 22 Regulations	☐ Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers") used at entry, then:  1. Annually OR 2. Conducts vision and hearing screenings annually	☐ Program works with families to screen all children using a valid and reliable child screening tool at entry and as indicated by results thereafter AND☐ Meets Criteria from point level 2	☐ Program works with families to screen all children using the <b>ASQ</b> at entry and as indicated by results thereafter  AND ☐ Meets Criteria from point level 2	☐ Program works with families to screen all children using the ASQ & ASQ-SE, if indicated, at entry, then as indicated by results thereafter AND☐ Program staff uses children's screening results to implement intervention strategies and adaptations as appropriate AND☐ Meets Criteria from point level 2
		CORE II: TEACHERS AND	TEACHING	
Minimum Qualifications for	Lead Teacher/Family Child Care	Home (FCCH)		
☐ Meets Title 22 Regulations	☐ 24 units of ECE/CD <u>or</u> Associate Permit ☐ <b>FCCH:</b> 12 units of ECE/CD <u>or</u> Associate Permit	☐ 24 units of ECE and 16 units of General Education <u>or</u> Teacher Permits  AND ☐ 21 hours professional development (PD) annually	☐ Associate's degree (AA) in ECE/CD OR AA in any field plus 24 units of ECE/CD <u>or</u> Site Supervisor Permit AND ☐ 21 hours PD annually	□ Bachelor's degree in ECE/CD (or closely related field) with 24+ units of ECE/CD or master's degree in ECE/CD or Program Director Permit AND □ 21 hours PD annually
	ractions: CLASS Assessments(*U			
□ Not Required	Familiarity with CLASS (e.g., 2-hour Overview training) for	Independent CLASS assessment by reliable observer	Independent CLASS assessment by reliable observer with minimum	☐ Independent assessment with CLASS with minimum CLASS scores:

<sup>&</sup>lt;sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

Local-Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 28, 2015; Effective July 1, 2015

#### CALIFORNIA RACE TO THE TOP – EARLY LEARNING CHALLENGE (RTT-ELC) QUALITY CONTINUUM FRAMEWORK - QRIS HYBRID MATRIX (HYBRID MATRIX)

BLOCK (Common Tier 1) Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
	available by one representative from the site (on-line or face-to- face via facilitator)	professional development/improvement plan	Pre-K	Pre-K  Emotional Support – 5.5  Classroom Organization – 5.5  Instructional Support – 3.5  Toddler  Emotional & Behavioral Support – 5.5  Engaged Support for Learning – 4  Infant  Responsive Caregiving Domain (RC) – 5.5
<b>建設以外上的時</b>			Administration and Leadership	三大 五
Ratios and Group Size (Cent Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6	lers Only beyond licensing regulations,  Center - Ratio: Group Size  Infant/Toddler - 4:16 Toddler - 3:18	Infant/Toddler – 3:12 Toddler – 2:12	☐ Center - Ratio: Group Size  Infant/Toddler – 3:12 or 2:8  Toddler – 2:10	☐ Center - Ratio: Group Size  Infant/Toddler - 3:9 or better Toddler - 3:12 or better
Preschool Ratio of 1:12 ☐ FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	Preschool – 3:36	Preschool- 2:24	<b>Preschool</b> – 3:24 or 2:20	Preschool – 1:8 ratio and group size of no more than 20
	ng Scale(s) (Use tool for appropriate	setting: ECERS-R, ITERS-R, FCCERS-R)		
☐ Not Required	☐ Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	☐ Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	☐ Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	☐ Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5  OR  Current National Accreditation approved by the California Department of Education
Director Qualifications (Cen				
☐ 12 units core ECE (early childhood education, child development, family/consumer studies, or related field), 3 units management/administration	☐ 24 units core ECE, 16 units General Education, 3 units management/ Administration <u>or</u> Master Teacher Permit	☐ Associate's degree with 24 units core ECE, 6 units management/ administration, 2 units supervision <u>or</u> Site Supervisor Permit AND	☐ Bachelor's degree with 24 units core ECE, 8 units management/ Administration <u>or</u> Program Director Permit AND ☐ 21 hours PD annually	☐ Master's degree with 24 units core ECE including specialized courses, 8 units management/ administration, <u>or</u> Administrative Credential AND ☐ 21 hours PD annually

<sup>1</sup> Local-Tier 2: Local decision if Blocked or Points and if there are additional elements
1 Local-Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 28, 2015; Effective July 1, 2015

# CALIFORNIA RACE TO THE TOP – EARLY LEARNING CHALLENGE (RTT-ELC) QUALITY CONTINUUM FRAMEWORK – QRIS HYBRID MATRIX (HYBRID MATRIX)

BLOCK (Common Tier 1) Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality	
		☐ 21 hours PD annually		A STATE OF THE PARTY OF THE PAR	

TOTAL POINT RANGES						
Program Type	Common-Tier 1	Local-Tier 2 <sup>1</sup>	Common-Tier 3	Common-Tier 4	Local-Tier 5 <sup>2</sup>	
<b>Centers</b>	Blocked (No Point Value) –	Point Range	Point Range	Point Range	Point Range	
7 Elements for 35 points	Must Meet All Elements	8 to 19	20 to 25	26 to 31	32 and above	
Infant-only Centers 6 elements for 30 points	Blocked (No Point Value) –	Point Range	Point Range	Point Range	Point Range	
	Must Meet All Elements	7 to 15	16 to 21	22 to 26	27 and above	
FCCHs	Blocked (No Point Value) –	Point Range	Point Range	Point Range	Point Range	
5 Elements for 25 points	Must Meet All Elements	6 to 13	14 to 17	18 to 21	22 and above	
Infant-only FCCHs 4 elements for 20 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 5 to 10	Point Range 11 to 13	Point Range	Point Range 18 and above	

<sup>&</sup>lt;sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements <sup>1</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 28, 2015; Effective July 1, 2015

Exhibit 4

# **NAME of CSPP Contractor**

E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA	Semi-Annual Reporting Form (From LEA to CDE)						
Categories of Spending	Amount spent in the first reporting period	Amount spent in the second reporting period	Total amount spent (Columns B+ C)				
1000 Certified Salaries							
Increase in salaries	\$ -	\$ -	\$				
Release Time/Substitutes	\$ -	\$ -	\$				
Paid Pre-Service Day(s)	\$ -	\$ -	\$				
Professional Development/coursework reimbursement	\$ -	\$ -	\$				
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ .				
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$				
Other:	\$ -	\$ -	\$				
Subtotal	\$ -	\$ -	\$				
2000 Classified Salaries		1					
Paid Pre-Service Day(s)	\$ -	\$ -	\$				
Other:	\$ -	\$ -	\$				
Subtotal	\$ -	\$ -	\$				
3000 Benefits							
Other:	\$ -	\$ -	\$				
Subtotal	\$ -	\$ -	\$ .				
4000 Supplies			Navia Manifestantes				
Other:	\$ -	\$ -	\$				
Subtotal	\$ -	\$ -	\$				
5000 Travel/Equipment/Contractual							
Travel	\$ -	\$ -	\$				
Equipment	\$ -	\$ -	\$				
Workshop conference/registration fee	\$ -	\$ -	\$				
Incentives/Teacher stipends	\$ -	\$ -	\$				
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$				
Other:	\$ -	s -	\$				

Subtotal			
Other Spending Categories not mentioned (please specify):	\$	- \$	- \$
other spending categories not mentioned (please specify):			
Non-reimburseable bonuses	\$	-   \$	ć
Grand Total	Total Grant Aw	ard Amount Spent in this Quarte	er = \$ .

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of CSPP Contractor	injorniation in this report is accurate and complet	е.
(Original signature only)		Date
Name and Title (Please Print) :		
Fiscal Contact Name and Title		Date

Name of Contributor(s): Robin Freeman		Date of Meeting: 10/7/15
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION D: ACTION SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES		2 <sup>nd</sup> Reading
Approval of Agreement #15-110, Carson	Entertainment (Free	man/Thomas)

Carson Entertainment will be compensated to provide a magic show for the students in the after school program. The show is designed as an enrichment activity for the students. The show will be performed at the Oxnard Performing Arts Center. Carson Entertainment will be donating the second performance to the Oxnard School District to be used as a fund raiser.

#### **FISCAL IMPACT:**

Not to exceed \$4,000.00 - ASES

#### **RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-110 with Carson Entertainment.

#### ADDITIONAL MATERIAL(S):

**Attached:** Agreement #15-110, Carson Entertainment (2 Pages)

Certificate of Insurance (1 Page)

# **Carson Entertainment**

#### **AGREEMENT #15-110**

This agreement between CARSON ENTERTAINMENT and <u>Oxnard School District</u>, to exhibit illusion stage show: <u>Magical Mystery Show</u> in the City or County of <u>Oxnard, CA</u> on the following date(s) <u>Thursday, October 29, 2015</u> showing at <u>3PM and 7PM</u> under the auspices of our organization.

The terms of this agreement to be as follows:

- 1. CARSON ENTERTAINMENT agrees to furnish the following without cost to the Sponsor and under control of CARSON ENTERTAINMENT.
  - A. A one--hour and fifteen-minute stage show plus a fifteen-minute intermission.
  - B. All acts, performers including salaries.
  - C. All transportation costs for the show and crew.
  - D. All publicity material and press kit needed for newspapers, radio, etc.
  - E. <u>Oxnard School District</u> will issue CARSON ENTERTAINMENT a check for the amount of \$4,000 on the day of the contracted stage show. The \$4,000 covers the cost of the first show for the students in the after school program. The second show is donated to Oxnard School District by Carson Entertainment.
  - F. A complete settlement will be made with CARSON ENTERTAINMENT two hours before the show, at which time **Oxnard School District** will pay CARSON ENTERTAINMENT in full as per this agreement.
- 2. Sponsor agrees to furnish with out cost to CARSON ENTERTAINMENT.
  - A. Location for the show, known as <u>Oxnard Performing Arts Center</u> (Stage must be completely cleared. No props, etc...)
  - B. An experienced light tech from the school drama department / theater, if the show is not held in a gymnasium.
  - C. If Show program is printed, there is **NO** promotional photos to be printed on or with in the program of any show performers and Carson Entertainment must be listed on cover of program.
- 3. CARSON ENTERTAINMENT shall not be responsible or liable in the fulfillment of this agreement, for mechanical difficulties arising from transportation of its equipment, of personnel, nor from labor disputes, strikes, acts of God, Public enemies, mobs or riots.
- 4. CARSON ENTERTAINMENT is responsible for all tax related issues on the fee paid for their services.
- 5. CARSON ENTERTAINMENT has joint rights with **Oxnard School District**
- 6. CARSON ENTERTAINMENT agrees that the SPONSORS organization is not liable for any obligations contracted by the show or its staff. In addition Carson Entertainment agrees to hold harmless and indemnity Oxnard School District, its officers, board members, employees and volunteers for any an all liabilities resulting from the services provided by Carson Entertainment under this agreement. \*\*\*\*Carson Entertainment does carry a \$3 million liability insurance policy and will provide a certificate of insurance naming your Oxnard School District or venue as an additional insured in the amount of \$3 million for general liability insurance.

7. If show is canceled by the club/organization after and sent, the club/organization will be responsit to be reimbursed to CARSON ENTERTAINMENT.	ole for all fees involved,(maximum \$300.00
Given under hand and seal this day of	, 2015.
CARSON ENTERTAINMENT 5100 Elvis Presley Court Estates Las Vegas, NV 89131 702/645-3298 phone or fax 702/498-3298 cell GarryCarson@ymail.com	
Garry Carson	
Garry Carson, Carson Entertainment.com	
Oxnard School District Sponsor	Ginger Shea Sponsor contact
XSignature	X_N/A Signature
1051 South A Street Street address	N/A Home phone
Oxnard, CA 93030 City / State / Zip	N/A Other phone
(805) 385-1501 Phone	Lfranz@oxnardsd.org E-mail Address



### **ERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 8/24/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

		rms and condition cate holder in lie							tement on th	nis certificate does not confer	rights to the
	DUCE						CONTACT Stephanie Weiss				
		ty Insurance Agen ners of the U.S.	icy				PHONE (A/C, No	, Ext): 715-24	6-8908	FAX (A/C, No): 715-	246-4257
		x 24					E-MAIL ADDRESS: certs@specialtyinsuranceagency.com				
Nev	w Ri	chmond, WI 5401	7						URER(S) AFFOR	RDING COVERAGE	NAIC#
							INSURE	F	on Insurance		35378
INSU	RED	Garry Lee					INSURE	RB:			
	dba Garry Carson, Carson Entertainment 5100 Elvis Presley Court					nt	INSURE	RC:			
			NV 89131				INSURE	RD:			
		_ac . egac,	,				INSURE	RE:			
							INSURE	RF:			
CO	VER	AGES	CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:	
IN CI EX	IDICA ERTI	ATED. NOTWITHS FICATE MAY BE I	TANDING ANY RE ISSUED OR MAY	QUIR PERT POLI	EMEN AIN, CIES.	IT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR THE PO DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
NSR LTR		TYPE OF INSI	URANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GEN X	IERAL LIABILITY  COMMERCIAL GENE	RAL LIABILITY							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	3,000,000
		CLAIMS-MADE	X OCCUR							MED EXP (Any one person) \$	5,000
Α				Х	Х	2CN0130-6932		04/25/2015	04/25/2016	PERSONAL & ADV INJURY \$	3,000,000
										GENERAL AGGREGATE \$	5,000,000
	GEN X	POLICY PROJECT								PRODUCTS - COMP/OP AGG \$	5,000,000
	_	POLICY   JECT	LOC							COMBINED SINGLE LIMIT	
	Α0.									(Ea accident) \$ BODILY INJURY (Per person) \$	
		ANY AUTO ALL OWNED	SCHEDULED							BODILY INJURY (Per accident) \$	
		AUTOS	AUTOS NON-OWNED							PROPERTY DAMAGE	
		HIRED AUTOS	AUTOS							(Per accident) \$	
		UMBRELLA LIAB	OCCUR							EACH OCCURRENCE \$	
		EXCESS LIAB	CLAIMS-MADE							AGGREGATE \$	
		DED RETENT								\$	
		KERS COMPENSATIO	N							WC STATU- OTH-	
		EMPLOYERS' LIABILI' PROPRIETOR/PARTNE	1 / N							TORY LIMITS   ER	
	OFF	CER/MEMBER EXCLUI	DED?	N/A						E.L. DISEASE - EA EMPLOYEE \$	
	If ves	s, describe under CRIPTION OF OPERAT	FIONS below							E.L. DISEASE - POLICY LIMIT \$	
Α	BUS	INESS PERSONAL P								AGGREGATE \$	
DEC		TON OF OPERATIONS	/ LOCATIONS / VENE	1.50 /*	Mart. 1	CORD 404 Additional Barrell Co	Caba ded	16 man	ii'		
						ACORD 101, Additional Remarks : R OF PERFORMERS OF		-	required)		
		ee Carson dba Ga									
		nal Insured: Oxnar 12) 645-3298 Ema		dsd.or	g Attı	n: Ginger Shea					
CEI	RTIF	ICATE HOLDER	<u> </u>				CANO	ELLATION			
Oxnard School District 1051 South A. Street Oxnard, CA 93003					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
							AUTHO	RIZED REPRESE	NTATIVE		
										Strabouis (a) siers	

Name of Contributor: Robin Freeman		Date of Meeting:	10/7/15
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 #15-111 – Oxi (Freeman/McDaniels)	nard School Distric	t Education Found	dation

The agreement formalizes the implementation of a program for music instruction in Grades K-1<sup>st</sup> at Kamala Elementary School during 2015-2016 by the Oxnard School District Education Foundation (OSDEF). Services include 27 weeks of music lessons on Thursdays in the classroom.

Term of the agreement: October 8, 2015 to June 17, 2016

#### FISCAL IMPACT:

\$4,050.00 - Site Allocated General Fund - LCFF

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Kamala School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-111 with the Oxnard School District Education Foundation.

#### ADDITIONAL MATERIAL(S):

Attached: Agreement #15-111, Oxnard School District Education Foundation (2 Pages)

Certificate of Insurance (2 Pages)

#### MEMORANDUM OF UNDERSTANDING

Oxnard School District
And
Oxnard School District Education Foundation
Agreement #15-111

This Memorandum of Understanding (MOU) is entered into by and between Oxnard School District (District), and Oxnard School District Education Foundation (OSDEF).

**PURPOSE:** The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

District and OSDEF will work together to implement a program for music instruction in Grades K-1 at Kamala School in the Oxnard School District during the 2015-2016 school year.

Services under this agreement include: a) Instruction for grades K-1, b) Lessons will be provided on Thursdays, c) Five (5) hours per week, d) Lessons delivered in the classroom.

Kamala School will support the program with LCAP funding in an amount not to exceed \$4,050.00.

**TERM:** The term of this MOU shall commence October 8, 2015 through June 17, 2016.

#### **DESCRIPTION OF SERVICES:**

#### A. District agrees to:

- 1. Fund contracted services for the period of this agreement in an amount not to exceed \$4,050.00, (27 weeks, 5 hours per week, \$30 per hour = \$4,050.00).
- 2. Provide the facilities for the music lessons.
- 3. Provide access to the students according to the schedule agreed upon.
- 4. Provide support and assistance during lessons, including, but not limited to student conduct.
- 5. Classroom teacher will be present during the course of each music lesson taught by consultants.
- 6. Permit access to classrooms for OSDEF/OMAG members for the purpose of program oversight.

#### B. OSDEF agrees to:

1. Purchase General Liability, Improper Sexual Conduct, and Workman's Comp insurance at the required coverage levels, and provide OSD with a Certificate of Insurance, naming the Oxnard School District as "Additional Insured". Maintain coverage throughout the term of this MOU.

- 2. Invoice the District on a monthly basis for contracted services, for the period of the agreement in an amount not to exceed \$4,050.00.
- 3. Be responsible for ensuring that consultants sent to the school sites have proper clearance to work with children as well as a cleared TB test.
- 4. Provide oversight and assessment of consultants.
- 5. Provide a curriculum of instruction.
- 6. Provide music equipment and the means of transporting the equipment.
- 7. Be responsible for lost or damaged musical instruments as a result of storage, transportation, or use of equipment.

**TERMINATION:** Either party may terminate this MOU without cause upon thirty (30) days written notice.

# AUTHORIZED APPROVAL: OXNARD SCHOOL DISTRICT EDUCATION FOUNDATION: Signature Signature Signature Lisa A. Franz, Director, Purchasing Type Name/Title Date Date

#### ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/17/2015

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

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

PRODUCER	CONTACT NAME:
Laubacher Insurance Agency	PHONE (A/C, No, Ext): 805.483.2477 FAX (A/C, No): 805.483.8254
Calif. Lic. #0593569	E-MÁIL ADDRESS:
P.O. Box 31	INSURER(S) AFFORDING COVERAGE NAIC #
Oxnard, CA 93032	INSURER A: Nonprofits' Ins. Alliance ofCA
INSURED Oxnard School District Education Foundation	INSURER B: State Compensation Insurance Fund
P.O. Box 623	INSURER C:
Oxnard, CA 93032	INSURER D:
	INSURER E:
	INSURER F:

	). DOX JI			The state of the s		INS	URER(S) AFFOR	DING COVERAGE		NAIC#
0x	nard, CA 93032				INSURE	RA: Non	profits'	Ins. Alliance of	CA	
NSU	RED Oxnard School District	Edu	cati	ion Foundation	INSURE	RB: Sta	te Compe	nsation Insurance	Fund	1
	P.O. Box 623				INSURE	RC:				
	Oxnard, CA 93032				INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
CO	/ERAGES CER	TIFIC	ATE	NUMBER: 2015 - 20	16 -	GL		REVISION NUMBER:		
IN	IIS IS TO CERTIFY THAT THE POLICIES ( DICATED. NOTWITHSTANDING ANY REC ERTIFICATE MAY BE ISSUED OR MAY PE ICLUSIONS AND CONDITIONS OF SUCH	QUIRE RTAIN POLIC	MEN N, THI CIES.	T, TERM OR CONDITION OF E INSURANCE AFFORDED B LIMITS SHOWN MAY HAVE	ANY C	ONTRACT OF POLICIES DE REDUCED BY	R OTHER DOC SCRIBED HER PAID CLAIMS.	UMENT WITH RESPECT T REIN IS SUBJECT TO ALL T	O WHIC	CH THIS
ISR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRO- JECT LOC			2015-3	38376	01/01/2015	01/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$	1,000,000 500,000 20,000 1,000,000 3,000,000 3,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	

ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS \$ **UMBRELLA LIAB** OCCUR **EACH OCCURRENCE** \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ \$ WORKERS COMPENSATION X WC STATU-TORY LIMITS 9142650-2015 09/22/2015 09/22/2016 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. EACH ACCIDENT S N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Oxnard School District 1051 South A Street Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Thomas Laubacher Jewille © 1988-2010 ACORD CORPORATION. All rights reserved.

BODILY INJURY (Per person)

ANY AUTO



#### NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

POLICY NUMBER: 2015-38376- NPO

www.insurancefornonprofits.org

A Head for Insurance. A Heart for Nonprofits.

PRODUCER:

#### IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART DECLARATIONS

Laubacher Insurance Agency P.O. Box 31 Oxnard, CA 93032	RENEWAL OF	F NUMBER: 2014-38376-NPO	
NAME OF INSURED AND MAIL	ING ADDRESS:		
Oxnard Elementary School Distr P.O. Box 623 Oxnard, CA 93032	rict Educational Foundation		
	l 1/1/2015 TO 1/1/2016 D1 A.M. STANDARD TIME AT YOUR MAILING ADDF	RESS SHOWN ABOVE	
BUSINESS DESCRIPTION: Fu	undraising for Oxnard School District programs		
IN RETURN FOR THE PA POLICY, WE AGREE W	AYMENT OF THE PREMIUM, AND SUBJECT VITH YOU TO PROVIDE THE COVERAGE	OT TO ALL THE TERMS OF T AS STATED IN THIS POLICY	HIS (.
LIMITS OF COVERAGE:		PREM	IUM
GENERAL AGGREGATE	ELIMIT	\$2,000,000 \$	735
EACH CLAIM LIMIT		\$1,000,000	
NOTE: The limit of liability avail	lable to pay judgements or settlements shall be redu	ced by amounts incurred for Defense	Costs.
TOTAL PREMIUM:		\$7	35
FORMS AND ENDORSEMENTS APPLI NIAC-E57 02 12, NIAC-ISCET 06 09,	ICABLE TO THIS COVERAGE PART AND MADE PART O	F THIS POLICY AT THE TIME OF ISSUA	NCE;
COUNTERSIGNED:	ВҮ	C.Q.	
	(AUTHORIZEI	REPRESENTATIVE)	

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Name of Contributor: Robin Freeman		Date of Meeting:	10/7/15
STUDY SESSION			
CLOSED SESSION SECTION B: HEARINGS	<del></del>		
SECTION B: FILARINGS 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 #15-113 – Ox (Freeman/Perez)	nard School Distric	t Education Found	dation
	·	· ·	· ·

The agreement formalizes the implementation of a program for music instruction in Grades K-5<sup>th</sup> at Chavez Elementary School during 2015-2016 by the Oxnard School District Education Foundation (OSDEF). Services include 13 weeks of music lessons on Wednesdays in assembly format for each grade level grouping (K-1, 2-3, 4-5)

Term of the agreement: October 14, 2015 to June 17, 2016

#### FISCAL IMPACT:

\$1,560.00 - Site Allocated General Fund - LCFF

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-113 with the Oxnard School District Education Foundation.

#### ADDITIONAL MATERIAL(S):

Attached: Agreement #15-113, Oxnard School District Education Foundation (2 Pages)

Certificate of Insurance (2 Pages)

#### MEMORANDUM OF UNDERSTANDING

Oxnard School District and Oxnard School District Education Foundation Agreement #15-113

This Memorandum of Understanding (MOU) is entered into by and between Oxnard School District (District), and Oxnard School District Education Foundation (OSDEF).

**PURPOSE:** The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

District and OSDEF will work together to implement a program for music instruction in Grades K –5<sup>th</sup> at Chavez Elementary during the 2015-2016 school year.

Services under this agreement include: a) 13 weeks of lessons taught in grades K-5<sup>th</sup>, b) Lessons will be provided on Wednesdays, 8:30 AM - 11:30 AM, c) Each Wednesday will consist of three (3), 30-45 minute assembly type sessions.

All lessons will be delivered in assembly style, with interactive lectures, with music and movement, rhythm instrument use, possible drum circles (using donated utility buckets), and other make shift instruments. Sessions would focus on the basic musical attributes of dynamics, tempo, rhythm, pitch, melody, harmony, improvisation, etc. in a completely age-appropriate and fun way. The lessons will take place in the cafeteria in order to accommodate large groups of each grade level (K-1, 2-3, 4-5).

Chavez Elementary is funding this activity through site funding up to amount of \$1,560.00.

**TERM:** The term of this MOU shall commence October 14, 2015 through June 17, 2016.

#### A. District agrees to:

- 1. Fund contracted services for the period of this agreement in an amount not to exceed \$1,560.00, (13 weekly lessons, 4 hours per week, \$30 per hour = \$1,560.00).
- 2. Provide the facilities for the music lessons.
- 3. Provide access to the students according to the schedule agreed upon.
- 4. Provide support and assistance during lessons, including, but not limited to student conduct.
- 5. Classroom teacher will be present during the course of each music lesson taught by the consultants.
- 6. Permit access to the school facility for OSDEF/OMAG members for the purpose of program oversight.
- 7. Space permitting, provide a space to store musical instruments at the school site.

#### B. OSDEF agrees to:

- 1. Purchase General Liability, Improper Sexual Contact, and Workman's Comp insurance at the required coverage levels, and provide OSD with a Certificate of Insurance, naming the Oxnard School District as "Additional Insured". Maintain coverage throughout the term of this MOU.
- 2. Invoice District on a monthly basis for contracted services, for the period of this agreement in an amount not to exceed \$1,560.00.
- 3. Be responsible for ensuring that consultants sent to the school sites have proper clearance to work with children as well as a cleared TB test.
- 4. Provide oversight and assessment of consultants.
- 5. Provide a curriculum of instruction.
- 6. Provide music equipment, for approximately 650 students, and the means of transporting the equipment.
- 7. Be responsible for lost or damaged musical instruments as a result of storage, transportation, or use of equipment.

**TERMINATION:** Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:	
OXNARD SCHOOL DISTRICT EDUCATION FOUNDATION:	OXNARD SCHOOL DISTRICT:
Signature	Signature
Susan (Sue) Odgers, President Type Name/Title	Lisa A. Franz, Director, Purchasing Typed Name/Title
 Date	

#### ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/17/2015

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

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

PRODUCER	CONTACT NAME:
Laubacher Insurance Agency	PHONE (A/C, No, Ext): 805.483.2477 FAX (A/C, No): 805.483.8254
Calif. Lic. #0593569	E-MÁIL ADDRESS:
P.O. Box 31	INSURER(S) AFFORDING COVERAGE NAIC #
Oxnard, CA 93032	INSURER A: Nonprofits' Ins. Alliance ofCA
NSURED Oxnard School District Education Foundation	INSURER B: State Compensation Insurance Fund
P.O. Box 623	INSURER C:
Oxnard, CA 93032	INSURER D:
	INSURER E:
	INSURER F:

	). DOX JI			The state of the s		INS	URER(S) AFFOR	DING COVERAGE		NAIC#
0x	nard, CA 93032				INSURE	RA: Non	profits'	Ins. Alliance of	CA	
NSU	RED Oxnard School District	Edu	cati	ion Foundation	INSURE	RB: Sta	te Compe	nsation Insurance	Fund	1
	P.O. Box 623				INSURE	RC:				
	Oxnard, CA 93032				INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
CO	/ERAGES CER	TIFIC	ATE	NUMBER: 2015 - 20	16 -	GL		REVISION NUMBER:		
IN	IIS IS TO CERTIFY THAT THE POLICIES ( DICATED. NOTWITHSTANDING ANY REC ERTIFICATE MAY BE ISSUED OR MAY PE ICLUSIONS AND CONDITIONS OF SUCH	QUIRE RTAIN POLIC	MEN N, THI CIES.	T, TERM OR CONDITION OF E INSURANCE AFFORDED B LIMITS SHOWN MAY HAVE	ANY C	ONTRACT OF POLICIES DE REDUCED BY	R OTHER DOC SCRIBED HER PAID CLAIMS.	UMENT WITH RESPECT T REIN IS SUBJECT TO ALL T	O WHIC	CH THIS
ISR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRO- JECT LOC			2015-3	38376	01/01/2015	01/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$	1,000,000 500,000 20,000 1,000,000 3,000,000 3,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	

ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS \$ **UMBRELLA LIAB** OCCUR **EACH OCCURRENCE** \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ \$ WORKERS COMPENSATION X WC STATU-TORY LIMITS 9142650-2015 09/22/2015 09/22/2016 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. EACH ACCIDENT S N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Oxnard School District 1051 South A Street Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Thomas Laubacher Jewille © 1988-2010 ACORD CORPORATION. All rights reserved.

BODILY INJURY (Per person)

ANY AUTO



#### NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

POLICY NUMBER: 2015-38376- NPO

www.insurancefornonprofits.org

A Head for Insurance. A Heart for Nonprofits.

PRODUCER:

#### IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART DECLARATIONS

Laubacher Insurance Agency P.O. Box 31 Oxnard, CA 93032	RENEWAL OF	F NUMBER: 2014-38376-NPO	
NAME OF INSURED AND MAIL	ING ADDRESS:		
Oxnard Elementary School Distr P.O. Box 623 Oxnard, CA 93032	rict Educational Foundation		
	l 1/1/2015 TO 1/1/2016 D1 A.M. STANDARD TIME AT YOUR MAILING ADDF	RESS SHOWN ABOVE	
BUSINESS DESCRIPTION: Fu	undraising for Oxnard School District programs		
IN RETURN FOR THE PA POLICY, WE AGREE W	AYMENT OF THE PREMIUM, AND SUBJECT VITH YOU TO PROVIDE THE COVERAGE	OT TO ALL THE TERMS OF T AS STATED IN THIS POLICY	HIS (.
LIMITS OF COVERAGE:		PREM	IUM
GENERAL AGGREGATE	ELIMIT	\$2,000,000 \$	735
EACH CLAIM LIMIT		\$1,000,000	
NOTE: The limit of liability avail	lable to pay judgements or settlements shall be redu	ced by amounts incurred for Defense	Costs.
TOTAL PREMIUM:		\$7	35
FORMS AND ENDORSEMENTS APPLI NIAC-E57 02 12, NIAC-ISCET 06 09,	ICABLE TO THIS COVERAGE PART AND MADE PART O	F THIS POLICY AT THE TIME OF ISSUA	NCE;
COUNTERSIGNED:	ВҮ	C.Q.	
	(AUTHORIZEI	REPRESENTATIVE)	

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Name of Contributor: Robin Freeman		Date of Meeting: 10/7/15
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 #15-114 – Focus	on the Masters (Free	eman/Mares)

Focus on the Masters will provide art lessons during school hours for students attending Marina West School. Focus on the Masters is an appreciation program that documents, preserves and presents the works and lives of accomplished local artists in Ventura County.

#### **FISCAL IMPACT:**

Not to exceed \$1,350.00 - Site Allocated General Fund - LCFF

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Marina West School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-114 with Focus on the Masters.

#### **ADDITIONAL MATERIALS:**

**Attached:** Agreement #15-114, Focus on the Masters (1 Page)



#### A Fine Arts Experience for Youth

·Provided by Focus on the Masters·

#### CONTRACT between FOTM and Marina West School, Oxnard School District

Contract Number	LTS243	For	3 residencies-8 lessons each
Date of Contract	October 7, 2015		
School/Institution	Marina West School	Phone #	(805) 385-1554
Billing Address	2501 Carob St, Oxnard	CA	93035
Responsible Party	Jorge Mares	Phone #	
Contact Person/Teacher	Jorge Mares	Phone #	
Number of Students	Up to 40 students per class	Grade	5, 3 classes
<b>Location of Instruction Session</b>	Marina West School	Room #	TBD
Day of Instruction	Thursdays and Wednesdays	Time	8:20, 9:35, 11:00
<b>Instruction Starts</b>	Oct 29, 2015	Ends	Jan 13, 2016
LTS Instructor	Aimee French	Phone #	(805)653-2501
LTS Fee	\$450 each	Total due	\$1,350.00

#### This is an agreement for services hereafter described and subject to the following items and conditions:

**1. DESCRIPTION OF SERVICES:** 3 *Learning To See* (LTS) residencies of one lesson for 8 weeks for each 5<sup>th</sup> grade class provided by Focus on the Masters' *Learning To See* Outreach Program.

#### 2. INSTITUTION RESPONSIBILITIES:

- Sign, date and return this contract to FOTM. Please submit payment for invoice provided upon receipt.
- An institution's staff member will be present in the classroom at all times.
- ◆ A computer, projector and white screen will be set up for each lesson **prior to the arrival of the LTS instructor.**
- If the host teacher needs to reschedule a class after the schedule has been agreed upon between FOTM and your institution, the LTS instructor will make every effort to reschedule, but may be unable to reschedule a class due to calendar conflict.

#### 3. LTS INSTRUCTOR RESPONSIBILITIES:

♦ Lessons will be 60 minutes in length.

Accounting copy

- All supplies are provided, limited to a \$50 budget per residency.
- If the LTS instructor is unable to attend due to illness or emergency and cannot arrange for a substitute LTS teacher, the LTS instructor will notify the school or institution as soon as possible and will reschedule the class at a mutually agreed upon date and time.

#### Please sign and return this contract upon receipt to:

Aimee French, Education Coordinator · FOTM ·

503 Poli St. Suite 405, Ventura, California 93001 · Ph: 805/653-2501

I have read and agree with the above information.

Lisa A. Franz, Director, Purchasing		
Name of authorized INSTITUTION representative	Signature	Date
Aimee French, Education Coordinator	and shek	9/16/15
Name of authorized FOTM representative	Signature	Date

School copy

File copy

Name of Contributor(s):	DR. JESUS VACA	Date of Meeting:	OCTOBER 7, 2015
Study Session			
Closed Session			
A. Preliminary			
B. Hearing			
C. Consent Agenda	X		
D. Action Items			
E. Reports/ Discussio	n Items (no action)		
F. Board Policies 1 <sup>st</sup>	n Items (no action) Reading 2 <sup>nd</sup> Re	eading	
Approval of Agreemer	nt #15-116 between the V	/entura County Of	fice of Education
(VCOE) and the Oxnar	d School District (Distric	ct) – (Vaca)	
DECODIBITION OF ACI	TAIDA ITEM.		

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

This Agreement will serve as a Memorandum of Understanding (MOU) and Responsibility Agreement affirming that the Oxnard School District and the Ventura County Office of Education will work together toward preparing District administrators to earn the Administrative Clear Credential according to VCOE's program, approved by the California Commission on Teacher Credentialing.

#### **FISCAL IMPACT:**

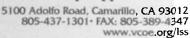
\$55,000 to be paid from the Educator Effectiveness Grant in the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve MOU Agreement #15-116 between the District and VCOE, as presented.

#### **ADDITIONAL MATERIAL(S):**

• Letter from Claudia Frandsen, VCOE Director of Leadership Support Services dated 9/21/15, including Agreement #15-116 between VCOE and the District (2 pages)





# ventura county office of education

Stanley C. Mantooth, County Superintendent of Schools

September 21, 2015

SEP 25 2015 PM12:23

Oxnard Elementary School District Attention: Human Resources 1051 South A Street Oxnard, CA 93030

To Whom It May Concern:

Enclosed are two copies of the MOU agreement with the Ventura County Office of Education for the participation of the following candidate(s) in the Administrative Services Credential program provided by the Leadership Support Services Department.

Gabriel Covarrubias, Elena Garcia, Susan Grajeda, Greta Cuilty, Rosaura Castellanos, Bethany Connick, Gilberto Elizarraraz, Sarah Lepe, Derek Olson, Erica Ultreras and Paola Vargas

Please sign both of the attached agreements, keep one for your records and return the other to our office at Ventura County Office of Education, Leadership Support Services, 5100 Adolfo Road, Camarillo, CA 93012.

Sincerely,

Claudia Francisca

Claudia Frandsen | Director Leadership Support Services (805) 437-1301 cfrandsen@vcoe.org

Enclosures (2)

#### **AGREEMENT # 15-116**

#### AGREEMENT BETWEEN

#### VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD ELEMENTARY SCHOOL DISTRICT

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Leadership Support Services Department in providing the Administrative Services Guidelines-based Credential program to administrators in the Oxnard Elementary School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard Elementary School District** and the **Ventura County Office of Education** will work together toward preparing administrators to earn the Administrative Clear Credential according to the Ventura County Office of Education's program approved by the California Commission on Teacher Credentialing.

- a. **Ventura County Office of Education agrees to:** Provide six training sessions in Year 1 and six training sessions Year 2 and aligned job-embedded activities to develop candidate competency in the California Professional Standards for Educational Leaders (CPSELs).
- b. Provide six training sessions in Year 1 and six training sessions in Year 2 for district-identified coaches. The coaches will use training materials and job-embedded program activities to guide and support their district candidates during monthly coaching sessions.
- c. Provide a system for data collection and state reporting.
- d. Provide support and monitor the candidate's completion of the on-line portfolio.
- e. Provide coaches with support and direction for the monthly coaching sessions.
- f. Maintain ownership of all proprietary training documents, materials and data developed for the candidate and coach training sessions.

#### 1. Oxnard Elementary School District agrees to:

Associate Superintendent Educational Services

- a. Pay, or make arrangements for each candidate to pay, Ventura County Office of Education Teacher Support Services Department \$225 for application fees and state reporting services.
- b. Pay, or make arrangements for each candidate to pay, Ventura County Office of Education Leadership Support Services Department \$2,500 in 2015-16 and \$2,500 in 2016-17 for all training sessions, materials and books. Invoices will be sent in September 2015 and September 2016.
- c. Identify a district contact person and district-provided coach to work collaboratively with the Ventura County Office of Education to ensure candidate success in his/her current work context. If the district is unable to provide a coach, VCOE will provide one for the candidate at an additional cost.

	District Contact	Coach(es)		
	Name and Title (S	Supt., Asst. Supt., HR Director)	Name and Title	*
2.	Candidate(s):			
	Gabriel Covarrubias: \$5,000	, , , , , , , , , , , , , , , , , , , ,	eda: \$5,000 Greta Cuilty: \$5,000	
	Rosaura Castellanos: \$5,000	Bethany Connick: \$5,000 Gilberto		
	Sarah Lepe: \$5,000 Derek	Olson: \$5,000 Erica Ultreras: \$5,000	Paola Vargas: \$5,000 <b>Total: \$55,000</b>	
Th	e Ventura County Office of Edu is Memorandum of Understand om September 2015 through Jul r the Oxnard Elementary Scho	fing and Responsibility Agreement shal ne 2017.	to oversee implementation of project activit Il be effective upon signature and implemen	ies. ted
Na	me and Title:		Date	
Fo	r the Ventura County Office o	f Education		
1	Calorio (h	Usman	9-21-15	****
Va	lerie Chrisman, Ed.D.		Date	anian.

Name of Contributor: Robin Freeman		Date of Meeting:	10/7/15		
STUDY SESSION					
CLOSED SESSION					
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			
Approval of Overnight Field Trip and Agreement #15-112 – The Outdoor School - Soria (Freeman/Fox)					

Rancho Alegre is a four-day overnight field trip for 6<sup>th</sup> grade students. During their stay they will experience curriculum hikes, animal habitats, food chains, Native American history, fossils, plant identification, astronomy, etc.

#### FISCAL IMPACT:

There is no impact to the General Fund. Costs are \$268.00 per student, \$134.00 per district staff member, and the total including insurance and round-trip school bus transportation is not to exceed \$29,000.00. Costs will be paid from PTA and ASB funds.

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #15-112 with The Outdoor School, at no cost to the district.

#### **ADDITIONAL MATERIAL:**

**Attached:** Agreement #15-112, The Outdoor School (2 Pages)

#### The Outdoor School at Rancho Alegre

#### **AGREEMENT 2015-2016**

Page 1

This AGREEMENT, made and entered into this date by the Executive Director, LOS PADRES COUNCIL, LEARNING FOR LIFE (hereinafter referred to as COUNCIL) and a school district in the State of California, (hereinafter referred to as DISTRICT), under which COUNCIL and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree with respect to the following:

**1. Guaranteed Minimum Attendance.** DISTRICT will enroll a guaranteed minimum number of pupils at the Outdoor School during the 2015-2016 school year as follows:

Name of School	Scheduled Minimum Number of Pupils	Scheduled Session of Attendance
Juan Soria	100	Dec. 14-17, 2015

- 2. Guaranteed Attendance. Guarantees the larger of the following number of pupils:
  - 2.1. The number of pupils actually attending the Outdoor School, or
  - 2.2. ninety percent (90%) of the scheduled minimum number of pupils per scheduled session.
  - 2.3. Changes in District's registered students require written notification to the COUNCIL no later than the following dates:

Schools attending between October and December must submit final numbers by October 1st.

Schools attending between January and March must submit final numbers by Dec. 1.

Schools attending between April and June must submit final numbers by March 1st.

- 2.4. COUNCIL reserves the right to lower the minimum number of pupils reported by the DISTRICT.
- **3. Overbooking.** Attendance above the scheduled minimum number of pupils must have Outdoor School approval in writing. Unapproved overbooking is not permitted.
- 4. Withdrawal. After this contract is signed by both DISTRICT and COUNCIL a DISTRICT/School may withdraw from the Outdoor School providing that a replacement DISTRICT/School can be substituted with an enrollment no less than ninety percent (90%) of the Scheduled Minimum Number of Pupils of the DISTRICT/School wishing to withdraw. Should the provisions of this section not be adhered to, COUNCIL may bill DISTRICT and DISTRICT agrees to pay COUNCIL on the basis of the scheduled minimum number of pupils.
- 5. Cancellation. COUNCIL reserves the right to change or cancel DISTRICT's scheduled session of attendance under conditions which would make the operation of the Outdoor School imprudent or unsafe, such as, but not limited to, threat of fire, flood, storm or other natural or manmade disturbances. In such event, COUNCIL will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of the fees and booking fee.
- 6. Costs-Pupils. For each scheduled session of attendance, DISTRICT will pay COUNCIL \$268.00 per pupil for a four-day week. The per pupil payment includes rental of the Los Padres Council Facility, for purposes of conducting the DISTRICT program and classes, food and lodging for pupils, and the services of the naturalists and program supplies.
- 7. Costs-District Personnel. DISTRICT will be charged \$134.00 per person for district personnel, based on a four-day week.
- 8. Booking Fee. It is understood and agreed to by both parties there is a booking fee required in the amount of \$1,500.00 per session of attendance for schools with 31 or more students or \$1,000.00 for schools with 30 or less students. This fee confirms the scheduled session of attendance at the Outdoor School. The booking fee is nonrefundable but will be included as payment towards the final invoice.
- 9. Discount. A discount is available to those schools that pay 20% of total fees (based on your original contract) by October 1st. The discounted amount is \$10.00 per pupil for a four-day week.
- 10. Payment of 90% of the total cost accrued under this AGREEMENT will be made by the DISTRICT to the Outdoor School, 2680 Hwy 154, Santa Barbara, CA 93105, 30-days prior to the scheduled session of attendance at the Outdoor School. DISTRICT will receive a correction invoice upon departure, net due in 21 days.
- 11. Late charge of two percent (2%) per month on the invoiced unpaid balance will be charged to the DISTRICT beginning on the first day after the payment deadline.
- 12. Insurance coverage shall be as follows:
  - 12.1. DISTRICT shall hold harmless, defend and indemnify the National Council, and the Los Padres Council, Boy Scouts of America, and their officers, agents, and employees from any and all claims for damage resulting from acts or omissions of DISTRICT, its officers, agents, employees and pupils with respect to the Outdoor School.
  - 12.2. DISTRICT agrees to carry a comprehensive general liability insurance policy in the amount of not less than one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence, and property damage in the amount of not less than two hundred thousand dollars (\$200,000.00) in the form acceptable to the COUNCIL.
  - 12.3. DISTRICT agrees to secure a specific endorsement on its liability policy stating: "Such insurance as is afforded by this policy for the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees shall be primary, and any insurance carried by the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees shall be in excess and noncontributory." It is further agreed that DISTRICT shall provide COUNCIL with a certificate of insurance naming the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees as additional insured under its comprehensive general liability policy and provide a thirty (30) day cancellation or reduction of coverage clause.
  - 12.4. Such insurance as is afforded by the parent's health and/or accident policy for the pupil(s) shall be primary, and any insurance carried by the DISTRICT or the National Council, the Los Padres Council, Boy Scouts of America or the DISTRICT shall be secondary.
- 13. DISTRICT will provide certificated personnel (one per class) who will assist in instruction and supervision at the Outdoor School. Minimum certificated personnel to student ratio allowed is 1:35.
  - 13.1. At least one certificated person from DISTRICT must remain at the Outdoor School facility at all times during the period of attendance to assure administrative control.
  - 13.2. DISTRICT shall maintain administrative control of its pupils from time of departure from the home school until time of return to the home school.

#### **AGREEMENT 2015-2016**

Page 2

- 14. Supervision. DISTRICT will provide cabin leaders/chaperones in such numbers as are necessary to meet the Outdoor School requirements. DISTRICT should select these cabin leaders/chaperones according to DISTRICT policy. DISTRICT is responsible for supervision and discipline of cabin leaders/chaperones. COUNCIL will pay costs of food and lodging for cabin leaders/chaperones (up to 12 cabin leaders/chaperones) at the Outdoor School. Additional cabin leader/chaperone will be charged at the district personnel rate.
- **15. Damages.** DISTRICT will be responsible for any and all damages to Rancho Alegre/Outdoor School property, which may reasonably be attributed to the actions of the attending DISTRICT.
- 16. Rules and Regulations. DISTRICT will abide by the rules and regulations of established by COUNCIL for the operation of the Outdoor School.
- 17. Naturalist Services. The services provided by the naturalist in implementing the DISTRICT's program and classes in outdoor science and conservation education shall be under the exclusive control and management of the DISTRICT and shall comply with all guidelines established by the Superintendent of Public Instruction relating to outdoor educational programs.
  - 17.1. The naturalist shall be supervised by a certificated employee of the DISTRICT.
  - 17.2. The naturalist is subject to the provisions of the Education Code sections 45125 (use of personal identification cards to ascertain conviction of crimes) and 49406 (examination for tuberculosis).
  - 17.3. No person who has been convicted of any sexual offense defined in Education Code 44010, or any controlled substance offense defined in Education Code 44011, shall be permitted to render service as a naturalist.
- 18. COUNCIL will provide a curriculum that follows the standard California framework. The COUNCIL's curriculum may not be altered once the contract is signed.
- 19. Refund Policy: A student that attends The Outdoor School in conjunction with their public or private school will owe the respective fees appropriated for each student (\$268.00 per student; or \$241.00 for students attending with a school that is participating in their first year at The Outdoor School) payable by the student's guardian to the student's public or private school at the appropriate date designated by that institution. The contracted institution will then owe The Outdoor School for the number of students that attend OR must pay for 90% of the contracted number of students) (Sec. 2). In the event that a student attends The Outdoor School and must go home for a major circumstance (such as illness, death in the family, medical emergency) the Outdoor School and the COUNCIL reserves the right to charge for the dismissed student(s) in full; partial; or forgiven (non-charged) amount.

  A student leaving within the first 24 hours of programming will typically be forgiven the due amount or be charged a partial fee of ¼ the 4 day rate: \$67.00 (returning schools)/\$60.25 (new schools). A student leaving between Day 2 and Day 4 of the program is typically charged the full tuition of \$268.00 (returning schools)/\$241.00 (new schools). All circumstances and rates are subject to change under the administration of the COUNCIL, and The Outdoor School at Rancho Alegre. The student's public or private institution may also choose to refund the guardian of the respective student(s) in full or partial

Students that are dismissed from the program for behavioral infractions/discipline at any time during the program will not be eligible for a refund.

This contract is null and void if not signed and returned within 60 days, beginning Sept.30, 2015. Terms of this AGREEMENT may

amounts based on transportation costs; in meeting 90% of the contracted numbers; or other designated criteria.

only be modified at any time, in writing, by mutual agreement of both parties.

This agreement shall be in effect Sept. 30, 2015-June 30, 2016.

1051 South A Street Oxnard, CA 93030

After reviewing, please make a copy of this contract and sign and return it by Sept. 30, 2015 to:
THE OUTDOOR SCHOOL
2680 HWY. 154
SANTA BARBARA, CA 93105

APPROVED FOR THE GOVERNING BOARD OF THE DISTRICT	APPROVED FOR THE LOS PADRES OUTDOOR SCHOOL LEARNING FOR LIFE OWNER AND OPERATOR, THE OUTDOOR SCHOOL
BY:	Hot I. Willenburg
TITLE Director, Purchasing	Executive Director
DATE	DATE 9/22//5
DISTRICT ADDRESS:	

Name of Contributor: Lisa Cline	Date of Meeting: 10/7/15			
CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION E: ACTION SECTION D: REPORTS/DISCUSSION SECTION F: BOARD POLICIES 1st Re	 X  eading 2 <sup>nd</sup> Reading			
ACTUARIAL STUDY OF RETIREE HEALTH LIABILITIES (Cline)				
Pursuant to Education Code 42140, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Geoffrey Kischuk of Total Compensation Systems, Inc.				
FISCAL IMPACT				
None.				
RECOMMENDATION				
None – Information Only.				
ADDITIONAL MATERIAL				
Attached: Actuarial Study of Retiree	Health Liabilities (25 pages)			

Oxnard School District
Actuarial Study of
Retiree Health Liabilities
As of July 1, 2015

Prepared by: Total Compensation Systems, Inc.

Date: August 25, 2015

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# Oxnard School District Actuarial Study of Retiree Health Liabilities

#### PART I: EXECUTIVE SUMMARY

#### A. Introduction

Oxnard School District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of July 1, 2015 (the valuation date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2015. If the report will first be used for a different fiscal year, the numbers will need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under Governmental Accounting Standards Board (GASB) Standards 25/27.

This actuarial study is intended to serve the following purposes:

- To provide information to enable Oxnard SD to manage the costs and liabilities associated with its retiree health benefits.
- To provide information to enable Oxnard SD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- To provide information needed to comply with Governmental Accounting Standards Board Accounting Standards 43 and 45 related to "other postemployment benefits" (OPEB's).

Because this report was prepared in compliance with GASB 43 and 45, as appropriate, Oxnard SD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 43 and 45 compliance.

This actuarial report includes several estimates for Oxnard SD's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Oxnard SD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated, Classified and Management. We estimated the following:

- the total liability created. (The actuarial present value of total projected benefits or APVTPB)
- the ten year "pay-as-you-go" cost to provide these benefits.
- the "actuarial accrued liability (AAL)." (The AAL is the portion of the APVTPB attributable to employees' service prior to the valuation date.)
- the amount necessary to amortize the UAAL over a period of 25 years.

- the annual contribution required to fund retiree benefits over the working lifetime of eligible employees (the "normal cost").
- The Annual Required Contribution (ARC) which is the basis of calculating the annual OPEB cost and net OPEB obligation under GASB 43 and 45.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the accuracy assumptions used. Normal costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

### **B.** General Findings

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning July 1, 2015 to be \$3,718,915 (see Section IV.A.). The "pay-as-you-go" cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning July 1, 2015 (the normal cost) is \$4,449,551. This normal cost would increase each year based on covered payroll. Had Oxnard SD begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be \$78,320,326. This amount is called the "actuarial accrued liability" (AAL). The remaining unamortized balance of the initial unfunded AAL (UAAL) is \$42,479,630. This leaves a "residual" AAL of \$35,840,696.

Oxnard SD has established a GASB 43 trust for future OPEB benefits. The actuarial value of plan assets at June 30, 2015 was \$7,312,052. This leaves a residual unfunded actuarial accrued liability (UAAL) of \$28,528,644. We calculated the annual cost to amortize the residual unfunded actuarial accrued liability using a 4.5% discount rate. We used an open 25 year amortization period. The current year cost to amortize the residual unfunded actuarial accrued liability is \$1,410,826.

Combining the normal cost with both the initial and residual UAAL amortization costs produces an annual required contribution (ARC) of \$8,169,923. The ARC is used as the basis for determining expenses and liabilities under GASB 43/45. The ARC is used in lieu of (rather than in addition to) the "pay-as-you-go" cost.

We based all of the above estimates on employees as of May, 2015. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

#### C. Description of Retiree Benefits

Following is a description of the retiree benefit plan that applies to those hired prior to January 1, 2012. Those hired on or after January 1, 2012 have no entitlement to retiree health benefits.

	<u>OEA</u>	<b>CSEA</b>	<b>Management</b>	<b>OSSA</b>
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	To age 69	To age 65 <sup>(1)</sup>	To age 69	To age 65 <sup>(1)</sup>
Required Service	8 years <sup>(2)</sup>	15 years <sup>(3)</sup>	8 years <sup>(2)</sup>	8 years <sup>(2)</sup>
Minimum Age	55	55	55	55
Dependent	$No^{(4)}$	Yes	Yes	$No^{(4)}$
Coverage				
District	100%	100%	100%	100%
Contribution %				
District Cap	None	Premium rate at retirement <sup>(5)</sup>	None	None

<sup>&</sup>lt;sup>(1)</sup>To age 69 if hired before 8/1/05 for **CSEA** and 7/1/06 for OSSA

#### **D.** Recommendations

It is outside the scope of this report to make specific recommendations of actions Oxnard SD should take to manage the substantial liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Oxnard SD's practices, it is possible that Oxnard SD is already complying with some or all of our recommendations.

- We recommend that Oxnard SD inventory all benefits and services provided to retirees whether contractually or not and whether retiree-paid or not. For each, Oxnard SD should determine whether the benefit is material and subject to GASB 43 and/or 45.
- We recommend that Oxnard SD conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no <u>less</u> frequently than every two years, as required under GASB 43/45.
- We recommend that the District communicate the magnitude of these costs to employees and include employees in discussions of options to control the costs.
- Under GASB 45, it is important to isolate the cost of retiree health benefits. Oxnard SD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 even on a retiree-pay-all basis all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Oxnard SD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.

<sup>&</sup>lt;sup>(2)</sup>This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools

<sup>(3)</sup> For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools

<sup>&</sup>lt;sup>(4)</sup>Contract language allows "employee-only" premium. District currently pays a composite rate that includes dependents.

<sup>(5)</sup> Affects CSEA members who were employed on or after 8/1/05.

- Oxnard SD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Oxnard SD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Oxnard SD should maintain a retiree database that includes in addition to date of birth, gender and employee classification retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Oxnard SD to maintain employment termination information namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

Respectfully submitted,

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#### PART II: BACKGROUND

#### A. Summary

Accounting principles provide that the cost of retiree benefits should be "accrued" over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in 2004 Accounting Standards 43 and 45 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees).

#### **B.** Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an "actuarial cost method."

Under most actuarial cost methods, there are two components of actuarial cost - a "normal cost" and amortization of something called the "unfunded actuarial accrued liability." Both accounting standards and actuarial standards usually address these two components separately (though alternative terminology is sometimes used).

The normal cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. This report will not discuss differences between actuarial cost methods or their application. Instead, following is a description of a commonly used, generally accepted actuarial cost method permitted under GASB 43 and 45. This actuarial cost method is called the "entry age normal" method.

Under the entry age normal cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the normal cost. Under GASB 43 and 45, normal cost can be expressed either as a level dollar amount or a level percentage of payroll.

The normal cost is determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the normal cost.
- The "trend" rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the normal cost. A "cap" on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing normal costs.
- Mortality rates varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce normal costs, the mortality assumption is not likely to vary from employer to employer.
- **Employment termination rates** have the same effect as mortality inasmuch as higher termination rates reduce normal costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits.

While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- Retirement rates determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase normal costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The *discount rate* estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets. For example, employer funds earning money market rates in the county treasury are likely to earn far less than an irrevocable trust containing a diversified asset portfolio including stocks, bonds, etc. A higher discount rate can dramatically lower normal costs. GASB 43 and 45 require the interest assumption to reflect likely *long term* investment return.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. The actuary selects the assumptions which - taken together - will yield reasonable results. It's not necessary (or even possible) to predict individual assumptions with complete accuracy.

If all actuarial assumptions are exactly met and an employer expensed the normal cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that <u>would have</u> accumulated is called the actuarial accrued liability or AAL. The excess of AAL over the *actuarial value of plan assets* is called the *unfunded* actuarial accrued liability (or UAAL). Under GASB 43 and 45, in order for assets to count toward offsetting the AAL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The actuarial accrued liability (AAL) can arise in several ways. At inception of GASB 43 and 45, there is usually a substantial UAAL. Some portion of this amount can be established as the "transition obligation" subject to certain constraints. UAAL can also increase as the result of operation of a retiree health plan - e.g., as a result of plan changes or changes in actuarial assumptions. Finally, AAL can arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 43 and 45, employers have several options on how the UAAL can be amortized as follows:

- The employer can select an amortization period of 1 to 30 years. (For certain situations that result in a reduction of the AAL, the amortization period must be at least 10 years.)
- The employer may apply the same amortization period to the total combined UAAL or can apply different periods to different components of the UAAL.
- The employer may elect a "closed" or "open" amortization period.
- ➤ The employer may choose to amortize on a level dollar or level percentage of payroll method.

#### PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

### A. Introduction.

We calculated the actuarial present value of projected benefits (APVPB) separately for each employee. We determined eligibility for retiree benefits based on information supplied by Oxnard SD. We then selected assumptions for the factors discussed in the above Section that, based on plan experience and our training and experience, represent our best prediction of future plan experience. For each employee, we applied the appropriate factors based on the employee's age, sex and length of service.

We summarized actuarial assumptions used for this study in Appendix C.

#### **B.** Medicare

The extent of Medicare coverage can affect projections of retiree health costs. The method of coordinating Medicare benefits with the retiree health plan's benefits can have a substantial impact on retiree health costs. We will be happy to provide more information about Medicare integration methods if requested.

#### C. Liability for Retiree Benefits.

For each employee, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Oxnard SD uses contribution caps, the influence of the trend factor is further reduced.

We multiplied each year's projected cost by the probability that premium will be paid; i.e. based on the probability that the employee is living, has not terminated employment and has retired. The probability that premium will be paid is zero if the employee is not eligible. The employee is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's premium cost and the probability that premium will be paid equals the expected cost for that year. We discounted the expected cost for each year to the valuation date July 1, 2015 at 4.5% interest.

Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any current retirees, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the APVPB for all employees to get the actuarial present value of total projected benefits (APVTPB). The APVTPB is the estimated present value of all future retiree health benefits for all **current** employees and retirees. The APVTPB is the amount on July 1, 2015 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last current employee or retiree dies or reaches the maximum eligibility age.

Actuarial Present Value of Total Projected Benefits at July 1, 2015

	Total	Certificated	Classified	Management
Active: Pre-65	\$79,521,664	\$48,514,164	\$27,820,204	\$3,187,296
Post-65	\$31,162,275	\$19,794,723	\$9,958,785	\$1,408,767
Subtotal	\$110,683,939	\$68,308,887	\$37,778,989	\$4,596,063
Retiree: Pre-65	\$5,388,435	\$2,468,685	\$2,545,396	\$374,354
Post-65	\$7,447,543	\$4,320,996	\$2,307,763	\$818,784
Subtotal	\$12,835,978	\$6,789,681	\$4,853,159	\$1,193,138
Grand Total	\$123,519,917	\$75,098,568	\$42,632,148	\$5,789,201
Subtotal Pre-65	\$84,910,099	\$50,982,849	\$30,365,600	\$3,561,650
Subtotal Post-65	\$38,609,818	\$24,115,719	\$12,266,548	\$2,227,551

The APVTPB should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVTPB is used to develop expense and liability figures. To do so, the APVTFB is divided into two parts: the portions attributable to service rendered prior to the valuation date (the past service liability or actuarial accrued liability under GASB 43 and 45) and to service after the valuation date but prior to retirement (the future service liability).

The past service and future service liabilities are each funded in a different way. We will start with the future service liability which is funded by the normal cost.

#### **D.** Cost to Prefund Retiree Benefits

#### 1. Normal Cost

The average hire age for eligible employees is 31. To accrue the liability by retirement, the District would accrue the retiree liability over a period of about 29 years (assuming an average retirement age of 60). We applied an "entry age normal" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated normal cost.

Normal Cost Year Beginning July 1, 2015

	Total	Certificated	Classified	Management
# of Employees	1237	646	541	50
Per Capita Normal Cost				
Pre-65 Benefit	N/A	\$3,438	\$2,317	\$2,539
Post-65 Benefit	N/A	\$1,236	\$0	\$994
First Year Normal Cost				
Pre-65 Benefit	\$3,601,395	\$2,220,948	\$1,253,497	\$126,950
Post-65 Benefit	\$848,156	\$798,456	\$0	\$49,700
Total	\$4,449,551	\$3,019,404	\$1,253,497	\$176,650

Accruing retiree health benefit costs using normal costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. This normal cost would increase each year based on covered payroll.

# 2. Amortization of Unfunded Actuarial Accrued Liability (UAAL)

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the normal cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the actuarial accrued liability (AAL). We calculated the AAL as the APVTPB minus the present value of future normal costs.

The initial UAAL was amortized using level percent, closed 30 year amortization. The District can amortize the remaining or residual UAAL over many years. The table below shows the annual amount necessary to amortize the UAAL over a period of 25 years at 4.5% interest. (Thirty years is the longest amortization period allowable under GASB 43 and 45.) GASB 43 and 45 allow amortizing the UAAL using either payments that stay the same as a dollar amount, or payments that are a flat percentage of covered payroll over time. The figures below reflect level percent, open 25 year amortization.

Actuarial Accrued Liability as of July 1, 2015

	Total	Certificated	Classified	Management
Active: Pre-65	\$43,444,760	\$24,256,320	\$17,027,260	\$2,161,180
Post-65	\$22,039,588	\$11,073,753	\$9,958,785	\$1,007,050
Subtotal	\$65,484,348	\$35,330,073	\$26,986,045	\$3,168,230
Retiree: Pre-65	\$5,388,435	\$2,468,685	\$2,545,396	\$374,354
Post-65	\$7,447,543	\$4,320,996	\$2,307,763	\$818,784
Subtotal	\$12,835,978	\$6,789,681	\$4,853,159	\$1,193,138
Subtot Pre-65	\$48,833,195	\$26,725,005	\$19,572,656	\$2,535,534
Subtot Post-65	\$29,487,131	\$15,394,749	\$12,266,548	\$1,825,834
Grand Total	\$78,320,326	\$42,119,754	\$31,839,204	\$4,361,368
Unamortized Initial UAAL	\$42,479,630			
Plan assets at 6/30/15	\$7,312,052			
Residual UAAL	\$28,528,644			
Residual UAAL Amortization at 4.5% over 25 Years	\$1,410,826			

#### 3. Annual Required Contributions (ARC)

If the District determines retiree health plan expenses in accordance with GASB 43 and 45, costs include both normal cost and one or more components of UAAL amortization costs. The sum of normal cost and UAAL amortization costs is called the Annual Required Contribution (ARC) and is shown below.

#### Annual Required Contribution (ARC) Year Beginning July 1, 2015

	Total
Normal Cost	\$4,449,551
Initial UAAL Amortization	\$2,309,546
Residual UAAL Amortization	\$1,410,826
ARC	\$8,169,923

The normal cost remains as long as there are active employees who may some day qualify for District-paid

retiree health benefits. This normal cost would increase each year based on covered payroll.

### 4. Other Components of Annual OPEB Cost (AOC)

Expense and liability amounts may include more components of cost than the normal cost plus amortization of the UAAL. This applies to employers that don't fully fund the Annual Required Contribution (ARC) through an irrevocable trust.

- The annual OPEB cost (AOC) includes assumed interest on the net OPEB obligation (NOO). The annual OPEB cost also includes an amortization adjustment for the net OPEB obligation. (It should be noted that there is no NOO if the ARC is fully funded through a qualifying "plan".)
- The net OPEB obligation equals the accumulated differences between the (AOC) and qualifying "plan" contributions.

## PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project ten year cash flow under the retiree health program. Because these cash flow estimates reflect average assumptions applied to a relatively small number of employees, estimates for individual years are **certain** to be **in**accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District share of retiree health premiums.

Year Beginning				
July 1	Total	Certificated	Classified	Management
2015	\$3,718,915	\$2,181,041	\$1,207,768	\$330,106
2016	\$3,571,123	\$2,024,966	\$1,247,450	\$298,707
2017	\$4,149,265	\$2,270,638	\$1,553,443	\$325,184
2018	\$4,456,674	\$2,377,446	\$1,738,711	\$340,517
2019	\$4,684,787	\$2,488,812	\$1,911,513	\$284,462
2020	\$4,893,875	\$2,529,971	\$2,090,021	\$273,883
2021	\$5,207,377	\$2,623,466	\$2,302,198	\$281,713
2022	\$5,627,474	\$2,794,221	\$2,532,414	\$300,839
2023	\$6,023,867	\$3,000,802	\$2,699,187	\$323,878
2024	\$6,163,887	\$3,138,814	\$2,696,025	\$329,048

#### PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 43/45 require biennial valuations. In addition, a valuation should be conducted whenever plan changes, changes in actuarial assumptions or other employer actions are likely to cause a material change in accrual costs and/or liabilities.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.

We recommend Oxnard SD take the following actions to ease future valuations.

We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the District should review the actuarial assumptions in Appendix C carefully. If the District has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the District should engage in discussions or perform analyses to determine the best estimate of the assumption in question.

## **PART VI: APPENDICES**

# APPENDIX A: MATERIALS USED FOR THIS STUDY

We relied on the following materials to complete this study.

- > We used paper reports and digital files containing employee demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

### APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the District wants more refined estimates for decision-making, we recommend additional investigation. Following is a brief summary of the impact of some of the more critical assumptions.

- 1. Where actuarial assumptions differ from expected experience, our estimates could be overstated or understated. One of the most critical assumptions is the medical trend rate. The District may want to commission further study to assess the sensitivity of liability estimates to our medical trend assumptions. For example, it may be helpful to know how liabilities would be affected by using a trend factor 1% higher than what was used in this study. There is an additional fee required to calculate the impact of alternative trend assumptions.
- 2. We used an "entry age normal" actuarial cost method to estimate the actuarial accrued liability and normal cost. GASB allows this as one of several permissible methods under GASB45. Using a different cost method could result in a somewhat different recognition pattern of costs and liabilities.

#### APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Oxnard SD to understand that the appropriateness of all selected actuarial assumptions and methods are Oxnard SD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 43 and 45, applicable actuarial standards of practice, Oxnard SD's actual historical experience, and TCS's judgment based on experience and training.

#### **ACTUARIAL METHODS AND ASSUMPTIONS:**

<u>ACTUARIAL COST METHOD:</u> Entry age normal. The allocation of OPEB cost is based on years of service. We used the level percentage of payroll method to allocate OPEB cost over years of service.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The present value of future benefits and present value of future normal costs are determined on an employee by employee basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the normal cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees).

<u>AMORTIZATION METHODS:</u> We used a level percent, closed 30 year amortization period for the initial UAAL. We used a level percent, open 25 year amortization period for any residual UAAL.

<u>SUBSTANTIVE PLAN:</u> As required under GASB 43 and 45, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Oxnard SD regarding practices with respect to employer and employee contributions and other relevant factors.

### **ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

*INFLATION*: We assumed 2.75% per year.

<u>INVESTMENT RETURN / DISCOUNT RATE</u>: We assumed 4.5% per year. This is based on assumed long-term return on plan assets assuming 100% funding through Oxnard School District. We used the "Building Block Method" as described in ASOP 27 Paragraph 3.6.2.

TREND:

We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

<u>PAYROLL INCREASE</u>: We assumed 2.75% per year. This assumption applies only to the extent that either or both of the normal cost and/or UAAL amortization use the level percentage of payroll method. For purposes of applying the level percentage of payroll method, payroll increase must not assume any increases in staff or merit increases.

<u>ACTUARIAL VALUE OF PLAN ASSETS (AVA):</u> Because plan assets are primarily short term, we did not use a smoothing formula.

### NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35).

#### **MORTALITY**

Employee Type	Mortality Tables
Certificated	2009 CalSTRS Mortality
Classified	2009 CalPERS Mortality for Active Miscellaneous Employees
Miscellaneous	2009 CalPERS Mortality for Active Miscellaneous Employees

#### RETIREMENT RATES

Employee Type	Retirement Rate Tables
Certificated	2009 CalSTRS Retirement Rates
Classified	2009 CalPERS Retirement Rates for School Employees
Miscellaneous	2009 CalPERS Retirement Rates for School Employees

#### **VESTING RATES**

Employee Type	Vesting Rate Tables
Certificated	100% at 8 Years of Service
Classified	100% at 15 Years of Service
Miscellaneous	100% at 8 Years of Service

#### **COSTS FOR RETIREE COVERAGE**

Retiree liabilities are based on actual retiree costs including an implicit rate subsidy. Liabilities for active participants are based on the first year costs shown below, also including the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

Employee Type	Future Retirees Pre-65	Future Retirees Post-65
Certificated	\$18,907	\$10,984
Classified	\$18,907	\$10,984
Management	\$18,907	\$10,984

### PARTICIPATION RATES

Employee Type	<65 Non-Medicare Participation %	65+ Medicare Participation %	
Certificated	100%	100%	
Classified	100%	100%	
Miscellaneous	100%	100%	

#### **TURNOVER**

Employee Type	Turnover Rate Tables
Certificated	2009 CalSTRS Termination Rates
Classified	2009 CalPERS Termination Rates for School Employees
Miscellaneous	2009 CalPERS Termination Rates for School Employees

#### SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

#### SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

# AGING FACTORS

1011101101	
Attained Age	Medical Annual Increases
50-64	3.5%
65-69	3.0%
70-74	2.5%
75-79	1.5%
80-84	0.5%
85+	0.0%

# APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

# ELIGIBLE ACTIVE EMPLOYEES

Age	Total	Certificated	Classified	Management
Under 25	14	0	14	0
25-29	57	17	40	0
30-34	129	67	61	1
35-39	191	112	74	5
40-44	186	113	61	12
45-49	178	94	76	8
50-54	189	92	85	12
55-59	162	87	67	8
60-64	109	55	51	3
65 and older	22	9	12	1
Total	1237	646	541	50

# ELIGIBLE RETIREES

Age	Total	Certificated	Classified	Management
Under 50	0	0	0	0
50-54	1	0	1	0
55-59	15	5	10	0
60-64	94	54	26	14
65-69	149	97	42	10
70-74	0	0	0	0
75-79	0	0	0	0
80-84	0	0	0	0
85-89	0	0	0	0
90 and older	0	0	0	0
Total	259	156	79	24

#### APPENDIX E: CALCULATION OF GASB 43/45 ACCOUNTING ENTRIES

This report is to be used to calculate accounting entries rather than to provide the dollar amount of accounting entries. How the report is to be used to calculate accounting entries depends on several factors. Among them are:

- 1) The amount of prior accounting entries;
- 2) Whether individual components of the ARC are calculated as a level dollar amount or as a level percentage of payroll;
- 3) Whether the employer using a level percentage of payroll method elects to use for this purpose projected payroll, budgeted payroll or actual payroll;
- 4) Whether the employer chooses to adjust the numbers in the report to reflect the difference between the valuation date and the first fiscal year for which the numbers will be used.

To the extent the level percentage of payroll method is used, the employer should adjust the numbers in this report as appropriate to reflect the change in OPEB covered payroll. It should be noted that OPEB covered payroll should only reflect types of pay generating pension credits for plan participants. Please note that plan participants do not necessarily include all active employees eligible for health benefits for several reasons. Following are examples.

- 1) The number of hours worked or other eligibility criteria may differ for OPEB compared to active health benefits;
- 2) There may be active employees over the maximum age OPEB are paid through. For example, if an OPEB plan pays benefits only to Medicare age, any active employees currently over Medicare age are not plan participants;
- 3) Employees hired at an age where they will exceed the maximum age for benefits when the service requirement is met are also not plan participants.

Finally, GASB 43 and 45 require reporting covered payroll in RSI schedules regardless of whether any ARC component is based on the level percentage of payroll method. This report does not provide, nor should the actuary be relied on to report covered payroll.

GASB 45 Paragraph 26 specifies that the items presented as RSI "should be calculated in accordance with the parameters." The RSI items refer to Paragraph 25.c which includes annual covered payroll. Footnote 3 provides that when the ARC is based on covered payroll, the payroll measure may be the projected payroll, budgeted payroll or actual payroll. Footnote 3 further provides that comparisons between the ARC and contributions should be based on the same measure of covered payroll.

At the time the valuation is being done, the actuary may not know which payroll method will be used for reporting purposes. The actuary may not even know for which period the valuation will be used to determine the ARC. Furthermore, the actuary doesn't know if the client will make adjustments to the ARC in order to use it for the first year of the biennial or triennial period. (GASB 45 is silent on this.) Even if the actuary were to know all of these things, it would be a rare situation that would result in knowing the appropriate covered payroll number

to report. For example, if the employer uses actual payroll, that number would not be known at the time the valuation is done.

As a result, we believe the proper approach is to report the ARC components as a dollar amount. It is the client's responsibility to turn this number into a percentage of payroll factor by using the dollar amount of the ARC (adjusted, if desired) as a numerator and then calculating the appropriate amount of the denominator based on the payroll determination method elected by the client for the appropriate fiscal year.

If we have been provided with payroll information, we are happy to use that information to help the employer develop an estimate of covered payroll for reporting purposes. However, the validity of the covered payroll remains the employer's responsibility even if TCS assists the employer in calculating it.

#### APPENDIX F: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non*-actuary understand concepts related to retiree health

valuations. Therefore, the definitions may not be actuarially accurate.

Actuarial Accrued Liability: The amount of the actuarial present value of total projected benefits attributable to

employees' past service based on the actuarial cost method used.

Actuarial Cost Method: A mathematical model for allocating OPEB costs by year of service.

Actuarial Present Value of Total

Projected Benefits: The projected amount of all OPEB benefits to be paid to current and future retirees

discounted back to the valuation date.

Actuarial Value of Assets: Market-related value of assets which may include an unbiased formula for

smoothing cyclical fluctuations in asset values.

Annual OPEB Cost: This is the amount employers must recognize as an expense each year. The annual

OPEB expense is equal to the Annual Required Contribution plus interest on the Net OPEB obligation minus an adjustment to reflect the amortization of the net

OPEB obligation.

Annual Required Contribution: The sum of the normal cost and an amount to amortize the unfunded actuarial

accrued liability. This is the basis of the annual OPEB cost and net OPEB

obligation.

Closed Amortization Period: An amortization approach where the original ending date for the amortization

period remains the same. This would be similar to a conventional, 30-year

mortgage, for example.

Discount Rate: Assumed investment return net of all investment expenses. Generally, a higher

assumed interest rate leads to lower normal costs and actuarial accrued liability.

<u>Implicit Rate Subsidy:</u> The estimated amount by which retiree rates are understated in situations where,

for rating purposes, retirees are combined with active employees.

Mortality Rate: Assumed proportion of people who die each year. Mortality rates always vary by

age and often by sex. A mortality table should always be selected that is based on

a similar "population" to the one being studied.

Net OPEB Obligation: The accumulated difference between the annual OPEB cost and amounts

contributed to an irrevocable trust exclusively providing retiree OPEB benefits and

protected from creditors.

Normal Cost: The dollar value of the "earned" portion of retiree health benefits if retiree health

benefits are to be fully accrued at retirement.

OPEB Benefits: Other PostEmployment Benefits. Generally medical, dental, prescription drug, life,

long-term care or other postemployment benefits that are not pension benefits.

Open Amortization Period: Under an open amortization period, the remaining unamortized balance is subject

to a new amortization schedule each valuation. This would be similar, for example, to a homeowner refinancing a mortgage with a new 30-year conventional mortgage

every two or three years.

Participation Rate: The proportion of retirees who elect to receive retiree benefits. A lower

participation rate results in lower normal cost and actuarial accrued liability. The

participation rate often is related to retiree contributions.

Retirement Rate: The proportion of active employees who retire each year. Retirement rates are

usually based on age and/or length of service. (Retirement rates can be used in conjunction with vesting rates to reflect both age and length of service). The more likely employees are to retire early, the higher normal costs and actuarial accrued

liability will be.

<u>Transition Obligation:</u> The amount of the unfunded actuarial accrued liability at the time actuarial accrual

begins in accordance with an applicable accounting standard.

<u>Trend Rate:</u> The rate at which the cost of retiree benefits is expected to increase over time. The

trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher normal costs and

actuarial accrued liability.

Turnover Rate: The rate at which employees cease employment due to reasons other than death,

disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce normal costs and actuarial

accrued liability.

<u>Unfunded Actuarial</u>

Accrued Liability: This is the excess of the actuarial accrued liability over assets irrevocably

committed to provide retiree health benefits.

Valuation Date: The date as of which the OPEB obligation is determined. Under GASB 43 and 45,

the valuation date does not have to coincide with the statement date.

<u>Vesting Rate:</u> The proportion of retiree benefits earned, based on length of service and,

sometimes, age. (Vesting rates are often set in conjunction with retirement rates.)

More rapid vesting increases normal costs and actuarial accrued liability.

### **BOARD AGENDA ITEM**

Name of Contributor(s): Cline/CFW	Date of Meeting: 10/7/15
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT AGENDA SECTION D: ACTION SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES	
	ARING - LEMONWOOD ELEMENTARY SCHOOL SOCIATED MITIGATED NEGATIVE DECLARATION
Mitigated Negative Declaration (IS-MND) Reconstruction Project. The District has co the availability of the Draft IS-MND was po	ency responsible for preparation of an Initial Study – for the proposed Lemonwood Elementary School empleted the Draft IS-MND and the notice regarding ested in the Ventura County Star on September 16, it IS-MND is open from September 17, 2015 through
• • •	• •

# FISCAL IMPACT:

None.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees set the date of October 21, 2015 for a Public Hearing to evaluate the Lemonwood Elementary School Reconstruction Project and associated Mitigated Negative Declaration.

The hearing will take place in the Board Room at the Educational Service Center.

## ADDITIONAL MATERIAL(S):

Notice of Public Hearing (1 page)

# NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE LEMONWOOD ELEMENTARY SCHOOL RECONSTRUCTION PROJECT

SUBJECT: Notice of Intent to Adopt a Mitigated Negative Declaration for the proposed Oxnard School District Lemonwood Elementary School Reconstruction Project

PROJECT NAME: Lemonwood Elementary School Reconstruction Project

The Oxnard School District is the Lead Agency responsible for preparation of an Initial Study – Mitigated Negative Declaration (IS-MND) for the proposed Lemonwood Elementary School Reconstruction Project. The District has completed the Draft IS-MND. This notice is a request for comment on the analysis of the proposed project's environmental impacts contained in the Draft IS-MND.

<u>Project Description</u>: The proposed reconstruction project would occur on the 9.9-acre site that is occupied by the existing Lemonwood Elementary School. The site is located at 2200 Carnegie Court in Oxnard, California.

The proposed project includes the reconstruction of aging facilities. The new school is designed to serve grades K-8 and would continue to accommodate up to 900 students. There would also be no change in staffing levels. Proposed new school facilities include a two-story classroom building, multi-purpose room with full kitchen and instructional spaces, administration building, media center/library, kindergarten with play area, green play fields, hard court play areas, and interim preschool facilities. Play fields and hard court play areas would total approximately 123,000 square feet and 44,000 square feet, respectively. Classroom buildings would include 28 general purpose classrooms (960 square feet each), four kindergarten classrooms (1,120 square feet each), three science/flex lab classrooms (1,200 square feet each), and two special education classrooms (960 square feet each). Additionally, the new campus would contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. The proposed play fields could also be used as neighborhood parks, when school is not in session. One building, one parking lot, and one playground would be maintained from the existing school.

<u>Draft IS-MND Availability</u>: The Draft IS-MND is available for review at 1051 South A Street in Oxnard, CA 93030 and online at www.oxnardsd.org

<u>Draft IS-MND Hearing</u>: There will be a public hearing for the Draft IS-MND at 1051 South A Street in Oxnard, CA 93030 on October 21, 2015 at 7:00 p.m. or as soon thereafter as this matter may be heard.

<u>Written Comments</u>: In accordance with the time limits established by CEQA, your comments on the Draft IS-MND must be submitted to the address underlined below at the earliest possible date, but not later than 5:00 p.m. on October 16, 2015. Your response should include your name, your agency's or organization's name, your address, and if applicable, the name of the specific contact person in your agency or organization. Comments should be mailed or hand delivered to: <u>Lisa Cline</u>, Assistant Superintendent, Business & Fiscal Services, Oxnard School District, 1051 South A Street, Oxnard, CA 93030.

For further information, please contact Ms. Cline at (805) 385-1501, ext. 2401.

## **BOARD AGENDA ITEM**

Name of Contributor(s): Lisa Cline	<b>Date of Meeting:</b> 10/07/2015
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT SECTION D: ACTION SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES	
Purchase Order/Draft Payment Repor	t #15-02(Cline/Franz)

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

- 1. A listing of Purchase orders issued 8/19/2015 through 9/23/2015 for the 2015-2016 school year, in the amount of \$4,211,309.08.
- 2. There are no Draft Payments issued from 8/19/2015 through 9/23/2015 for the 2015-2016 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 #15-02 as submitted.

## ADDITIONAL MATERIAL(S):

**Attached:** Purchase Order/Draft Payment Report #15-02 (16 Pages)

PO Number	Vendor Name	Loc	Description	Ord Amou
CNP16-00013	Grainger Inc	CNS	stores	80.3
CNP16-00021	Grainger Inc	CNS	stores	76.4
CNP16-00032	Pioneer Chemical Co	CNS	stores	230.0
P16-00397	Arrowhead Drinking Water	WAREHOUSE	MATLS	100.0
216-00471	Simplex Grinnell Lp	SORIA	Equip - admin	461.9
P16-01033	Petroleum Telcom Inc DBA Telec	RISK MGMT	Materials & Supplies	93.8
P16-01035	Jordanos Inc	CNS	FFVP/Vegetable Dips	800.0
P16-01037	Jordanos Inc	CNS	4300 MAT/SUP/FFVP	200.3
P16-01043	Amazon Com	ED SERVICES	MATL/SUP for Fremont School 2015-16	38.7
P16-01045	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	ED SERVICES	CONF	75.0
P16-01047	Bg's Coffee Shop	ELM	Material/Supplies - Instructional	729.0
P16-01049	Perma Bound Books	KAMALA	Materials and Supplies-Instructional	553.7
P16-01050	California Marquee	ELM	SERV - School Office	425.0
P16-01059	Aswell Trophy And Engraving	Pupil Srvs	MATL/SUP	8.
P16-01060	Calif Science Teachers Assn	HR	SERV	195.
P16-01069	Southwest Airlines	HR	CONF	155.
P16-01071	Battery Systems Inc	WAREHOUSE	Repairs	100.
P16-01072	Sams Club 6455	CNS	MATLS/SUPL	443.
216-01073	The Breakthrough Coach	RITCHEN	Conf-Admin	675.
16-01075	Office Depot Bus Ser Div	BUSINESS	SUPP	568.
216-01078	Printech	KAMALA	Materials & Supplies-Instructional	864.
P16-01079	SHRED-IT USA LLC	KAMALA	SERV-Office	300.
P16-01081	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	23.
P16-01082	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	258.
P16-01083	Jordanos Inc	CNS	supplies/equipment	843.
P16-01084	Lakeshore Learning Materials-V	CNS	supplies	379.
P16-01085	Witherspoon Ent Inc DBA Port A Stor	CNS	rental	842.
P16-01086	Jordanos Inc	CNS	supplies-050	519.
P16-01087	Div Of The State Architect	FACILITIES	SERV	500.
P16-01089	Hospitality Associates of Silv Double Tree by Hilton Silver	ED SERVICES	CONF	494.
P16-01090	Read Naturally, Inc	KAMALA	SERV -Instructional	599.
216-01097	Ventura Co Office Of Education	HR	SERV	180.
16-01099	American Pizza	HARRINGTON	MATERIALS/SUPPLIES/INSTRUCTION	189.
216-01105	Printech	CURREN	MAINT	875.
P16-01121	Office Depot Bus Ser Div	Special Ed	MATL/SUP	914.
P16-01123	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-ADMINISTRATION	85.
216-01124	HYATT CORP ANDAZ SAN DIEGO	FRANK	CONF-ADMIN	232.
16-01125	Smart And Final Iris Co	MCAULIFFE	MAT'L/SUPL-Instructional	300.
216-01126	Jordanos Inc	CNS	Equipment	521.
16-01127	Walmart	Special Ed	MATL/SUP	162.
16-01128	Par Inc	Special Ed	MATL/SUP	396.
16-01131	Dell Direct Sales Lp	Special Ed	MATL/SUP	315.
P16-01132	Abilitations	Special Ed	MATL/SUP	86.
P16-01133	Headsets Com Inc	Special Ed	MATL/SUP	129.

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P16-01135	KERN CTY SUPERINT. OF SCHOOLS C/O FCMAT	BUSINESS	CONF	500.00
216-01136	School Serv Of Calif Inc	BUSINESS	CONF	975.00
P16-01137	Calif Dept Of Educ		travel and conference	400.00
P16-01138	Blick Art Materials	WAREHOUSE	Stores Supplies	321.41
P16-01139	Ceramics And Crafts Warehouse	WAREHOUSE	Stores Supplies	315.99
P16-01140	NHR NEWCO HOLDINGS LLC	Special Ed	MATL/SUP	379.5
P16-01141	CURVATU RE LLC NHR NEWCO HOLDINGS LLC CURVATU RE LLC	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	750.65
P16-01142	Amazon Com	WAREHOUSE	Stores Supplies	424.98
P16-01143	School Nurse Supply Co	WAREHOUSE	Stores Supplies	635.04
P16-01144	Xerox	WAREHOUSE	Stores Supplies	810.00
P16-01144	Amazon Com	ROSE		485.89
716-01145	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	400.0
P16-01146	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	216.00
P16-01148	Scholastic Inc	HAYDOCK	SERV-INSTRUCTIONAL	145.3
P16-01149	Radisson Hotel Santa Maria	FREMONT	TRAVEL/CONF - INSTRUCTIONAL	283.8
P16-01155	Office Depot Bus Ser Div	IT	MATL/SUP	769.5
P16-01156	Southwest Airlines	ENGLISH LEARNE	travel and conference	313.0
P16-01159	Nimco Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	528.6
216-01160	Imagestuff Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	717.1
216-01161	SCRIPPS NATL SPELLING BEE	HAYDOCK	SERV-INSTRUCTIONAL	143.5
216-01162	ACSA	SUPERINTENDEN.		545.0
16-01165	PORTOLA HOTEL & SPA	SUPERINTENDEN'		698.9
216-01166	Rochester 100, Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	171.7
216-01168	Amazon Com	MCAULIFFE	MAT'L/SUPL- Instructional	217.4
16-01170	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	250.0
16-01171	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	250.0
16-01171	Lakeshore Learning Materials-V	HARRINGTON	materials & supplies - instructional	278.6
16-01172	Lakeshore Learning Materials-V	BREKKE	MATL/SUP - Instructional	193.3
16-01173	•	KAMALA		807.2
10-01174	Petroleum Telcom Inc DBA Telec om	KAWALA	Supplies	007.2
16-01175	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	FRANK	MATLS/SUPL (ADMIN)	334.8
16-01176	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	CHAVEZ	MATLS/SUPL (CHA - ROOM 311)	101.4
16-01177	El Pollo Norteno Inc	ELM	Material/Supplies - Instructional	573.7
16-01180	Lakeshore Learning Materials-V	BREKKE	MATL/SUP (BRE-ROOMS #1 & #3)	474.8
16-01187	Amazon Com	FRANK	MATL/SUP - INSTRUCTIONAL	654.6
16-01190	ONTARIO LODGING ASSOC LLC EMBA SSY SUITES ONTARIO AIRPORT	CNS	CONF	880.4
P16-01200	Radisson	CNS	CONF	237.5
P16-01201	GOLD COAST CUE C/O GENEVIEVE R EIFER, VCOE	MCKINNA	conf-INSTRUCTIONAL	200.0
P16-01203	ACSA	ENGLISH LEARNE	travel and conference	425.0
216-01205	Costco Wholesale	MCKINNA	matl/sup-Instructional	174.9
216-01210	Ventura Co Office Of Education	ED SERVICES	CONF	50.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P16-01211	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	MCKINNA	conf-instructional	825.00
P16-01213	Home Depot Inc	CNS	FFVP/MATL/SUP	258.03
P16-01215	Make Music, Inc	HAYDOCK	SERV-INSTRUCTIONAL	350.00
P16-01217	Welcome Sacramento, LLC Courty ard Marriott Sacramento	ENGLISH LEARNE	conference and travel	217.55
P16-01219	Office Depot Bus Ser Div	IT	MATL/SUP	90.72
P16-01223	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	121.49
P16-01225	Office Depot Bus Ser Div	Special Ed	MATL/SUP	43.11
P16-01226	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	19.86
P16-01227	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	831.56
P16-01229	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	16.53
P16-01230	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	82.75
P16-01231	Gopher Sport	DRIFFILL	MATL/SUPP-instructional	485.74
P16-01233	Superior Sanitary Supplies	CNS	FFVP/MATL/SUP	581.04
P16-01234	Concepts School And Office Fur	LEMONWOOD	MAT/SUP (FLORES - ROOM 209)	649.41
P16-01235	American Pizza	HARRINGTON	MATERIALS & SUPPLIES/INSTRUCTION	148.00
P16-01236	STARNET DATA DESIGN INC	IT	SERV	660.00
P16-01238	Network Solution Professional	IT	SERV	249.90
P16-01240	C P Bourg	GRAPHICS	Materials and Supplies	659.99
P16-01241	HSA Packaging Systems	GRAPHICS	Materials and Supplies	378.92
P16-01249	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	SAN MIGUEL	MATLS/SUPL (SM - ROOMS #1, #2 & #5/6)	275.40
P16-01250	The Hose-Man Inc	TRANSPORTATION	,	11.23
P16-01251	Pat-Chem Laboratories	TRANSPORTATION	PROFESSIONAL SERVICES	480.00
P16-01252	Scholastic Inc	ASES	matl/sup	229.76
P16-01257	School Specialty Inc	Special Ed	MATL/SUP-Warehouse Deliver to Ritchen/D. Evans	469.3
P16-01258	Amazon Com	KAMALA	Materials & Supplies-Instruction	290.63
P16-01259	Walmart	FRANK	MATL/SUP - OFFICE	912.44
P16-01260	Office Depot Bus Ser Div	KAMALA	Materials \$ Supplies-Instructional	58.97
P16-01261	Lowe's	ED SERVICES	Matl/Sup for Frank VEX Comp 2015-16	100.00
P16-01263	Staples Direct	Special Ed	MATL/SUP	69.1
P16-01264	Office Depot Bus Ser Div	Special Ed	MATL/SUP	599.38
P16-01265	Lakeshore Learning Materials-V	MCKINNA	matl/sup- instructional	65.00
P16-01266	ESGI	HARRINGTON	Consulting Services/Instructional	175.00
P16-01267	Ventura Co Office Of Education	HARRINGTON	CONFERENCE/INSTRUCTIONAL	50.00
P16-01268	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	HARRINGTON	TRAVEL&CONFERENCE/INSTRUCTION AL	75.00
P16-01270	Lakeshore Learning Materials-V	RAMONA	MAT/SUP - INST	223.70
P16-01271	The Breakthrough Coach	Special Ed	CONF	325.00
P16-01272	Pro Ed	Special Ed	MATL/SUP	377.60
P16-01273	Premier Agendas Inc	SORIA	MATL/SUP (Instructional)	133.64
P16-01275	Office Depot Bus Ser Div	WAREHOUSE	STORES	741.96
P16-01279	Aswell Trophy And Engraving	MCAULIFFE	MAT'L/SUPL-Instructional	63.6
P16-01281	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	155.0
P16-01283	Ventura Co Office Of Education	SORIA	CONF(Instructional/Admin/ORC)	450.0
P16-01284	California Lutheran University		travel and conference	145.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P16-01286	Carrie A Kouri eSpecial Needs, LLC	Special Ed	MATL/SUP	873.48
P16-01287	Scholastic Inc	MCAULIFFE	MAT'L/SUPL-instructional	743.52
P16-01290	Battery Systems Inc	WAREHOUSE	Repairs	97.20
P16-01294	Ventura Co Office Of Education	ED SERVICES	CONF	800.00
P16-01299	State Street Products, LLC	SORIA	MATL/SUP-Instruction	183.3
P16-01301	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	43.1
P16-01302	Amazon Com	SORIA	MATL/SUP (Instructional)	102.8
P16-01303	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	161.8
P16-01304	Amazon Com	SORIA	BKS (Instructional)	382.7
P16-01306	Amazon Com	SORIA	BKS (Instructional)	37.3
P16-01307	Dell Direct Sales Lp	ENGLISH LEARNE	material	456.9
P16-01310	MARRIOTT INTERNATIONAL, INC IR VINE MARRIOTT	ENGLISH LEARNE	travel and conference	838.6
216-01313	CDW G	HR	SUPP	105.3
P16-01314	Petroleum Telcom Inc DBA Telec om	SORIA	REPAIRS; MATL/SUP (Instructional)	881.4
16-01315	Costco Wholesale	ED SERVICES	MATL/SUP	200.0
16-01319	Staples Direct	Special Ed	MATL/SUP	34.2
16-01320	Staples Direct	SIERRA LINDA	matl/sup - instructional	46.4
16-01321	Southwest School & Office Sup	PURCHASING	STORES	719.7
16-01322	Amazon Com	DRIFFILL	MATL/SUPP-Instruction	357.3
16-01323	Amazon Com	ASES	matl/sup	162.0
16-01325	Baudville Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	123.2
16-01326	Walmart	SIERRA LINDA	matl/sup - instructional	500.0
16-01327	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	329.7
16-01328	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instruction	422.2
16-01329	IMAGE APPAREL FOR BUSINESS	WAREHOUSE	SERV	663.8
16-01332	IMAGE APPAREL FOR BUSINESS	TRANSPORTATION	SERV	928.0
16-01333	Smart And Final Iris Co	MCAULIFFE	MAT'L/SUPL-Instructional	300.0
16-01335	Premier Agendas Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	583.2
16-01336	Peaceful Playgrounds	SORIA	SERV (Instructional)	249.9
16-01337	Avid Center	SORIA	MATL/SUP (Instructional)	626.4
16-01338	Ventura Co Office Of Education	SORIA	CONF (Admin)	780.0
16-01339	Concepts School & Office Furn	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	327.9
16-01340	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	116.5
16-01341	Smart And Final Iris Co	DRIFFILL	MATL/SUPP-instructional	540.0
16-01344	Grainger Inc	WAREHOUSE	Stores Supplies	349.9
16-01345	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	438.7
16-01346	Sams Club 6455	WAREHOUSE	Stores Supplies	258.6
16-01347	Uline	WAREHOUSE	Stores Supplies	349.5
16-01353	Nestle Waters North America Re ady Refresh	WAREHOUSE	MATLS	100.0
P16-01356	School Nurse Supply Co	WAREHOUSE	Stores Supplies	196.1
P16-01357	SHRED-IT USA LLC	RAMONA	SERV - INST	800.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amour
P16-01359	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	FRANK	Conference - Instructional	150.00
P16-01361	Smart And Final Iris Co	MARSHALL	Matls/Sup (instruction)	216.00
P16-01363	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	277.30
P16-01364	Oriental Trading Co Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	28.0
P16-01365	CASBO VTA/SB SUBSECTION	HAYDOCK	TRAVEL CONF-ADMIN & SUPPT.	120.0
P16-01367	Barnes And Noble	ED SERVICES	MATL/SUP	220.9
P16-01369	IXL LEARNING, INC	BREKKE	SERV - Instruction	735.0
P16-01370	Kagan Professional Development	ENGLISH LEARNE	materials	156.6
216-01371	RUBBER NECK SIGNS	RAMONA	Mat/Sup - Inst	306.8
P16-01374	CDW G	MCKINNA	matl/sup-instructional	32.3
P16-01375	CDW G	IT	MATL/SUP	281.0
P16-01379	Grainger Inc	CNS	supplies	85.6
216-01380	S & S WORLDWIDE, INC	DRIFFILL	MATL/SUPP-instructional	596.0
P16-01381	Smile Makers Inc	MCKINNA	Materials & Supplies-Instructional	133.3
P16-01383	Calif Dept Of Educ Cashier's O ffice	CNS	Liability	137.7
P16-01384	Los Angeles Zoo	MCKINNA	serv-instructional	160.0
P16-01385	General Binding Corp.	HARRINGTON	MAINT	561.6
P16-01386	ACSA	HR	CONF/TRAVEL	425.0
P16-01387	MARRIOTT INTERNATIONAL, INC IR VINE MARRIOTT	HR	Conf/Travel	838.6
P16-01388	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	79.8
P16-01392	Ventura Co Office Of Education	FREMONT	CONFERENCE/TRAVEL - INTRUCTIONAL	100.0
P16-01393	Ventura Co Office Of Education	DRIFFILL	CONF-Instruction	100.0
P16-01398	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENT, LEASE, REPAIR	596.0
P16-01407	BSN Sports	DRIFFILL	MATL/SUPP-instructional	611.2
P16-01413	Ventura Co Office Of Education	BREKKE	CONF - Instructional	100.0
P16-01414	SANTA BARBARA CO SELPA	Special Ed	CONF	100.0
P16-01418	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	71.2
16-01423	Office Depot Bus Ser Div	Special Ed	MATL/SUP	980.5
P16-01424	Ventura Co Star	BUSINESS	CONST	354.6
P16-01428	Jordanos Inc	CNS	supplies	142.0
P16-01430	City Of Oxnard	FACILITIES	Fees	125.0
P16-01433	Sunburst Digital, Inc	FREMONT	MAT/SUPP - INSTRUCTION	863.9
216-01438	Handwriting Without Tears	CURREN	matl/sup - instructional	877.2
P16-01442	Staples Direct	ASSESS ACCOUN		868.2
216-01443	CASBO	BUSINESS	CONF	600.0
16-01449	Fred Pryor Seminars	FACILITIES	CONF	149.0
16-01450	CSU Channel Islands	FRANK	Conference - Instructional	530.0
P16-01451	Calif Park And Rec Society	FACILITIES	CONF	755.0
216-01454	Ventura Co Office Of Education	RITCHEN	CONF-INSTRUCTIONAL	140.0
216-01455	Parent Project Inc	RAMONA	Mat/Sup - Inst	756.0
16-01456	Sabor	HARRINGTON	MATERIALS & SUPPLIES/Instruction	167.0
216-01459	Concepts School And Office Fur	SAN MIGUEL	MAT/SUP (D.BRILLANTE)	455.4
216-01461	Newegg Com	FREMONT	MAT/SUPP - SCHOOL OFFICE	167.1
P16-01462	Cal Lutheran University - CRLP	HARRINGTON	TRAVEL & CONFERENCE	85.0
	23. 24.1.5.a.i Simolony Sile		/INSTRUCTIONAL	00.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO	Vandor Name	Loo	Description	Orde
Number	Vendor Name	Loc	Description	Amour
P16-01463	Lego Education	HARRINGTON	MATERIALS & SUPPLIES/INSTRUCTIONAL	554.96
P16-01464	Home Depot Inc	ROSE	FFVP/MATL/SUP	21.50
P16-01465	Amazon Com	FREMONT	MAT/SUP - SCHOOL OFFICE	121.2
216-01466	Ventura Co Office Of Education	FREMONT	CONFERENCE/TRAVEL - INTRUCTIONAL	15.00
216-01467	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	FREMONT	CONFERENCE/TRAVEL - INTRUCTIONAL	450.0
216-01468	Concepts School & Office Furn	CHAVEZ	EQUIP/MATL-SUP (CHA-OFFICE CHAIRS)	697.6
P16-01470	Petroleum Telcom Inc DBA Telec om	PURCHASING	MATL/SUP - EOC RADIOS/SM	204.8
P16-01473	MHS Inc	Special Ed	MATL/SUP	690.0
P16-01474	CUE, INC	RITCHEN	CONF-Instructional	239.0
P16-01475	Sheraton Carlsbad Resort & Spa	ED SERVICES	CONF/PLAZA	293.0
P16-01477	Amazon Com	MCKINNA	Materials & Supplies/Instructional	138.0
P16-01481	JOHN RAYMOND, INC	BREKKE	MATL/SUP - Instructional	112.1
216-01482	California Lutheran University	ASSESS ACCOUN	CONF	350.0
P16-01483	CALIF LATINO SCHOOL BOARDS ASS N	SUPERINTENDEN <sup>*</sup>	CONF	919.9
P16-01484	Lakeshore Learning Materials-V	FREMONT	MAT/SUPP - INSTRUCTION	53.9
16-01486	Buddy's Allstars, Inc	BREKKE	MATL/SUP - Instructional	349.9
16-01487	Pearson	Special Ed	MATL/SUP	844.5
P16-01488	Pearson	Special Ed	MATL/SUP	461.7
16-01490	Hilton Palm Springs	CURREN	CONF	601.5
P16-01494	Hilton San Diego Gaslamp Quart	DRIFFILL	CONF-instructional/ admin	840.3
P16-01496	Labor Arbitration Institiute,	HR	Conf/Travel	275.0
P16-01497	Scholastic Inc	BREKKE	MATL/SUP - Instructional	437.5
P16-01501	PRO OFFICE AND FILING SUPPLIES	GRAPHICS	Materials and Supplies	324.0
P16-01502	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	726.5
P16-01514	DOUBLETREE BY HILTON SAN DIEGO	SUPERINTENDEN <sup>*</sup>	CONF	604.6
P16-01516	US School Supply Inc	ENGLISH LEARNE	materials	199.1
216-01518	Ctr for the Collaborative Cls	ENGLISH LEARNE	travel and conference	240.0
16-01519	CASBO VTA/SB SUBSECTION	SORIA	CONF (Instructional/Admin/ORC)	420.0
16-01520	CUE, INC	RAMONA	CONF - Inst/Admin	200.0
16-01521	Hilton Anaheim	ED SERVICES	CONF/TRAVEL	282.2
P16-01522	Gopher Sport	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	105.9
P16-01525	GOLD COAST CUE C/O GENEVIEVE R EIFER, VCOE	LEMONWOOD	Travel/Conference (Instruction)	120.0
P16-01526	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	MCAULIFFE	CONF-Instructional /admin	450.0
216-01528	Maria Waggoner Mark It Place	SORIA	Matl & Supl - Instructional	571.3
16-01530	School Nurse Supply Co	RITCHEN	MATL/SUP-ADMIN	25.8
216-01533	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	SORIA	MATL/SUP (ROOM #346 - ELROD & BELTRAN)	183.6
P16-01536	Art Trek	SIERRA LINDA	serv- instruction	388.8
P16-01538	Xpedx Paper Co	WAREHOUSE	Stores Supplies	561.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description		Order Amount
P16-01539	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - office		747.96
P16-01540	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional		393.09
P16-01541	Office Depot Bus Ser Div	Special Ed	MATL/SUP-Best Program		19.50
P16-01542	Office Depot Bus Ser Div	Special Ed	MATL/SUP		647.98
P16-01543	ADVANCED CLASSROOM TECHNOLOGIE S, INC	LEMONWOOD	Computer Equipment		958.12
P16-01544	Smart And Final Iris Co	RITCHEN	MATL/SUP-Admin		199.80
P16-01545	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	Special Ed	CONFERENCE		150.00
P16-01547	GC DEL MAR OPERATOR, LLC HILTO N SAN DIEGO/DEL MAR	SUPERINTENDEN <sup>®</sup>	CONF		908.44
P16-01548	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	MARSHALL	CABE Conference		300.00
P16-01549	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENT, LEASE, REPAIRS		447.00
P16-01550	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	KAMALA	Materials & Supplies-Office		275.40
P16-01553	Uline	SAN MIGUEL	Materials & Supplies-Instructional		189.00
P16-01554	Staples Direct	TRANSPORTATION	SUPPLIES		59.39
P16-01555	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional		862.40
P16-01556	Office Depot Bus Ser Div	SAN MIGUEL	Materials & Supplies-Instructional		129.58
P16-01561	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies		673.92
P16-01562	ACSA	BUSINESS	CONF		900.00
P16-01563	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office		21.08
		Total Number of PO	s 268	Total	99,277.13

### **Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	245	90,741.70
120	CHILD DEVELOPMENT FUND	3	899.28
130	CAFETERIA FUND	19	7,281.49
213	BOND FUND MEASURE R 2012	1	354.66
		Total Fiscal Year 2016	99,277.13
		Total	99,277.13

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

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<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

## Includes Purchase Orders dated 08/19/2015 - 09/23/2015 \*\*\*

# **PO Changes**

		Fund/		
	New PO Amount	Object	Description	Change Amount
CNP16-00010	3,328.08	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	5.52-
CNP16-00026	11,626.29	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	2.96
P16-00434	690.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	55.00
P16-00601	211.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2.87-
P16-00669	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	552.00
P16-00819	67.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	57.23-
P16-00825	680.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	140.00
P16-00889	875.00	130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	175.00
P16-00975	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	150.00
P16-01255	1,335.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	37.80
			Total PO Changes	1,047.14

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

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

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PO	Vanday Nass	Laa	Decemention	Ord
Number	Vendor Name	Loc	Description	Amou
NP16-00012	P And R Paper Supply Co	CNS	stores	4,577.0
NP16-00014	Gold Star Foods	CNS	stores	20,799.3
NP16-00015	Jordanos Inc	CNS	stores	3,281.8
CNP16-00016	P And R Paper Supply Co	CNS	stores	6,734.7
NP16-00017	Gold Star Foods	CNS	stores	24,255.4
NP16-00018	P And R Paper Supply Co	CNS	stores	5,471.6
NP16-00019	Sysco Food Services Of Ventura	CNS	stores	1,755.0
NP16-00020	Jordanos Inc	CNS	stores	7,102.8
NP16-00022	Jordanos Inc	CNS	stores	6,723.
NP16-00023	Sysco Food Services Of Ventura	CNS	stores	2,861.
NP16-00024	Gold Star Foods	CNS	stores	24,095.
NP16-00025	P And R Paper Supply Co	CNS	stores	5,373.9
NP16-00026	Jordanos Inc	CNS	stores	11,626.2
NP16-00027	Gold Star Foods	CNS	stores	18,448.
NP16-00028	Jamison Hardware Company	CNS	stores	1,693.
NP16-00029	Sysco Food Services Of Ventura	CNS	stores	2,077.
NP16-00030	P And R Paper Supply Co	CNS	stores	5,747.
NP16-00031	Gold Star Foods	CNS	stores	11,208.
NP16-00033	Jordanos Inc	CNS	stores	7,693.
16-00362	Arrowhead Drinking Water	PURCHASING	matls/ supl	2,808.
16-00479	STARNET DATA DESIGN INC	IT	EQUIP (Tom)	73,560.
16-00630	Amazon Com	ASES	matl/sup	2,989.
16-00792	Editorial Projects in Ed, Inc Education Week	HR	SERV	3,450.
16-00837	Mixteco/Indigena Comm Organizi	ED SERVICES	NfL/SERV	89,698.
16-00950	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	3,385.
16-01024	CN School & Office Sol, Inc Cu Iver-Newlin	Special Ed	EQUIP-DESKS (PROGRAM SPECIALISTS)	2,181.
16-01025	Williams Scotsman Inc-	MCAULIFFE	lease	10,636.
16-01026	Williams Scotsman Inc-	DISTRICT OFFICE	MAINT	8,736.
16-01027	NOLTE ASSOCIATES INC	FACILITIES	BOND/BLDG/IOR SVCS/RITCHEN SDC	11,050.
16-01028	BTC LABS-VERTICAL FIVE	FACILITIES	BOND/BLDG/TEST & INSPEC SVCS/RIT SDC	1,800.
16-01029	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,505.
16-01030	Grainger Inc	WAREHOUSE	Supplies	1,057.
16-01031	Summit Sign & Safety	RISK MGMT	Materials & Supplies	2,114.
16-01032	SOS Survival Products	RISK MGMT	Materials & Supplies	3,357.
16-01034	Jordanos Inc	CNS	FFVP-Vegetable dips	11,300.
16-01036	Jordanos Inc	CNS	4300 MAT/SUP/FFVP	9,180.
16-01038	Houghton Mifflin Harcourt	ERC	Textbooks	6,358.
16-01039	Houghton Mifflin Harcourt	ERC	Textbooks	6,358.
16-01040	Houghton Mifflin Harcourt	ERC	Textbooks	4,238.
16-01041	Handwriting Without Tears	ERC	Textbooks	2,163.
16-01042	American Language Services	ED SERVICES	T1/SERV	5,000.
16-01044	Ventura Co Office Of Education	ED SERVICES	CONF	1,896.
16-01046	Brainpop Com Llc	MCKINNA	Serv-Instruction	3,067.
16-01048	Ballard and Tighe Publishers		testing materials (online licenses and	142,134.

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amour
16-01052	Mobile Modular Management	PURCHASING	MAINT/FRA	19,992.0
16-01053	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUP (admin)	8,400.0
16-01054	The Berry Man Inc	CNS	FFVP/PRODUCE	350,000.0
16-01055	MCGRAW HILL EDUCATION	ERC	Textbooks	6,875.2
16-01056	MCGRAW HILL EDUCATION	ERC	Textbooks	10,312.8
16-01057	MCGRAW HILL EDUCATION	ERC	Textbooks	3,437.6
16-01058	The Berry Man Inc	CNS	FFVP/PRODUCE	25,500.0
16-01061	FOLLETT SCHOOL SOLUTIONS, INC	ERC	Textbooks	15,658.9
16-01062	Printech	ROSE	MAINT	2,900.0
16-01063	Ge Capital Info Tech Sloutions	NFL	MAINT	2,847.6
16-01064	Ricoh Usa, Inc	NFL	MAINT	1,400.8
16-01065	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	1,500.0
16-01066	CDW G	HR	EQUIP	1,447.1
16-01067	Schoolmasters Safety	RITCHEN	MATL/SUP-ADMINISTRATIVE	1,053.9
16-01068	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	2,846.2
16-01070	Siblings Bakery	RISK MGMT	Materials & Supplies	1,093.5
16-01074	Turf Star	FACILITIES	Equipment	42,967.8
16-01076	Xpedx Paper Co	GRAPHICS	Materials and Supplies	2,242.0
16-01077	Div Of The State Architect	BUSINESS	CONST	12,004.8
16-01080	ACSA	RAMONA	Mat/Sup - Admin	2,068.2
16-01088	Concepts School & Office Furn	MARINA	EQUIP/MATL-SUP (MW-PRINC DESK)	2,210.5
16-01091	Dell Direct Sales Lp	PURCHASING	EQUIP (NEW CLASSROOMS 15-16)	21,659.2
16-01091	MCGRAW HILL EDUCATION	ERC	Material and supplies	2,487.2
16-01092	MCGRAW HILL EDUCATION	ERC		
			Material and supplies	10,668.6
16-01094	MCGRAW HILL EDUCATION	ERC	Material and supplies	2,521.7
16-01095	MCGRAW HILL EDUCATION	ERC	Material and supplies	17,529.9
16-01096 16-01098	COUNTY OF VENTURA Witherspoon Ent Inc DBA Port A Stor	CNS CNS	rental	10,285.0 1,425.6
16-01100	IXL LEARNING, INC	SORIA	SERV (Instructional)	8,800.0
16-01101	PROJECT LEAD THE WAY, INC	ED SERVICES	SERV	2,250.0
16-01102	Decisioninsite Llc	BUSINESS	SRVC	22,222.0
16-01102	NCS Pearson	ENGLISH LEARNE		2,200.0
16-01103				
16-01104	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT Printech	ENGLISH LEARNE CURREN	MAINT	2,500.0 1,365.0
16-01107	Kamran And Co Inc	CNS	equipment-054	3,145.3
16-01107		CURREN	• •	4,320.0
16-01108	Office Depot Bus Ser Div  Jordanos Inc	CNS	matl/sup - Instructional supplies	4,320.0 3,240.0
16-01110	Videotape Products Inc	IT	EQUIPMENT	6,150.0
16-01111	M & J Kids Scientific, Inc dba Mad Science of Los Angeles	ED SERVICES	SERV (ASP)	30,000.0
16-01112	Art Trek	ED SERVICES	SERV (ASP)	20,000.0
16-01113	Hilton Garden Inn Oxnard	ED SERVICES	Room-Catering	7,564.0
16-01114	Office Depot Bus Ser Div	HR	EQUIP	1,252.7
16-01115	Apple Computer Inc	IT	MATL/SUP	41,040.0
16-01116	Amazon Com	KAMALA	Materials & Supplies-Instructional	1,370.4
16-01117		IT	EQUIP	·
	Troxell Communications, Inc			1,701.0
16-01118	Cengage Learning, Inc	ERC	Materials and Supplies	32,273.0
" See the last	page for criteria limiting the report detail. Purchase Orders have been issued in acc		ct's Purchasing Policy and ESCA	APE ONLIN

Includes Purchase Orders dated 08/19/2015 - 09/23/2015 ***				
PO Number	Vendor Name	Loc	Description	Orde Amour
P16-01119	Ventura Co Office Of Education	Special Ed	SERV (OT/COTA SERVICES)	107,520.00
P16-01120	Ventura Co Office Of Education	Special Ed	SERV (SESS SERVICES)	61,440.0
P16-01122	Focus On The Masters	FREMONT	T1/SERV	5,850.0
P16-01129	Smart And Final Iris Co	CURREN	matl/sup - Instructional	1,080.0
P16-01130	Smart And Final Iris Co	CURREN	matl/sup - instructional	2,160.0
P16-01147	Printech	FRANK	MAINT	2,300.0
P16-01150	MCGRAW HILL EDUCATION	ERC	Textbooks	6,875.2
P16-01151	Kamran And Co Inc	CNS	equipment-051	4,452.9
16-01152	MCGRAW HILL EDUCATION	ERC	Textbooks	3,437.6
P16-01153	PROJECT LEAD THE WAY, INC	ED SERVICES	SERV	1,500.0
P16-01154	MCGRAW HILL EDUCATION	ERC	Textbooks	6,875.2
P16-01157	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,757.1
P16-01158	SCHOOL'S IN, LLC	ROSE	EQUIP / MATERIALS & SUPPLIES - INSTRUCTIONAL	1,353.9
16-01164	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	12,377.3
16-01167	School Innovations & Achieveme nt	Pupil Srvs	SERV- A2A	77,800.0
216-01169	Coast To Coast Computer Prod	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,080.0
16-01178	CDW G	PURCHASING	MATL/SUP (CISCO PHONE LICENSES)	2,730.0
16-01179	Troxell Communications, Inc	DRIFFILL	EQUIP (DOC CAMERAS)	1,101.6
16-01181	Lakeshore Learning Materials-V	PURCHASING	MATL/SUP (NEW KDG-1ST GR)	10,941.2
16-01182	CSDA DESIGN GROUP	FACILITIES	BOND/BLDG/MEASURE R (AOR-MAR NEW CLASSROOM BLDG)	492,750.0
16-01196	Renaissance Learning Inc	SIERRA LINDA	serv - instructional	2,087.
16-01197	AMERICAN AIRLINES	ED SERVICES	CONF	1,410.
16-01198	Office Depot Bus Ser Div	FRANK	MATL/SUP - Instructional	1,620.
16-01199	Hilton Garden Inn Oxnard	ED SERVICES	CONF	1,053.
16-01202	ACSA	ED SERVICES	CONF	3,985.0
16-01204	ACSA	ED SERVICES	CONF	1,255.
16-01207	Riverside Publishing Co	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	1,890.
16-01208	Ventura Co Office Of Education	Pupil Srvs	CONF	1,100.
16-01209	Brainpop Com Llc	HAYDOCK	SERV-INSTRUCTIONAL	1,695.
16-01212	Bmi Systems Group	PURCHASING	matls	1,890.
16-01214	Sams Club 6455	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	1,504.9
16-01216	Glogster EC, Inc	HAYDOCK	SERV-INSTRUCTIONAL	1,164.
16-01218	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	BKS-instructional	9,630.
16-01220	Dell Direct Sales Lp	CNS	Equipment	15,622.2
16-01221	Jordanos Inc	CNS	supplies-042	1,210.
16-01222	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,329.
16-01224	Flinn Scientific Inc	ED SERVICES	Matl/Sup for Fremont 2015-16 School Year (P White)	2,680.
16-01228	SCVSFSA - Super Co-Op	CNS	membership	1,849.1
16-01232	Gopher Sport	HARRINGTON	materials & supplies - instructional	3,392.6
16-01237	Discovery Education Inc	HARRINGTON	PROF.CONSULTING SERVICES/INSTRUCTION	1,600.0
16-01239	Xerox	GRAPHICS	Materials and Supplies	1,077.8
216-01242	Concepts School & Office Furn	ROSE	EQUIP / MATERIALS & SUPPLIES - INSTRUCTIONAL	2,399.3
16-01243	MCGRAW HILL EDUCATION	ERC	Textbooks	6,875.

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-01244	MCGRAW HILL EDUCATION	ERC	Textbooks	3,437.61
P16-01245	MCGRAW HILL EDUCATION	ERC	Textbooks	6,875.22
P16-01246	MCGRAW HILL EDUCATION	ERC	Textbooks	3,437.61
P16-01247	MCGRAW HILL EDUCATION	ERC	Textbooks	3,437.61
P16-01248	MCGRAW HILL EDUCATION	ERC	Textbooks	77,649.46
P16-01253	Premier Agendas Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	4,373.09
P16-01254	Nasco Modesto	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	1,066.34
P16-01255	Petroleum Telcom Inc DBA Telec om	MCKINNA	Materials & Supplies-Instructional	1,335.00
P16-01256	LEARNING A-Z	KAMALA	SERV-instruction	2,548.50
P16-01262	Printech	RAMONA	Mat/Sup - Admin	1,080.00
P16-01269	Concepts School And Office Fur	CHAVEZ	MAT/SUP (TEACHER CHAIRS)	2,759.94
P16-01274	Aurelio Gonzlez Famous Taco Ba r Catering	DRIFFILL	SUPP-instructional	1,015.00
P16-01276	Night Hawks Custom Screen	SORIA	MATL/SUP (Instructional)	2,241.00
P16-01277	Guitar Center	ASES	matl/sup	2,000.00
P16-01278	Bennetts Instructional Materia	ASES	matl/sup	5,000.00
P16-01280	Renaissance Learning Inc	ED SERVICES	Service	64,228.29
P16-01282	Greenfield Learning Inc	FRANK	Other Services/Instructional	2,000.00
P16-01285	DELTA EDUCATION	ENGLISH LEARNE	equipment- instruction	6,079.20
P16-01288	ADVANCED CLASSROOM TECHNOLOGIE S, INC	BREKKE	Computer Supplies - Instructional	1,959.60
P16-01289	The Boomerang Project	ED SERVICES	Travel/ Conference	1,500.00
P16-01291	Multi Business Systems	BUDGET	Inst. Materials	1,110.00
P16-01292	Reliable Floor Covering Co	FACILITIES	Rent/Lease/Repair	3,364.00
P16-01293	Magnet Schools of America	ED SERVICES	CONF	2,496.00
P16-01295	John Pence Building Specs Inc	FACILITIES	RENT/LEASE/REPAIR	3,200.00
P16-01296	AMERICAN AIRLINES	ED SERVICES	CONF	2,647.20
P16-01297	Pearson	Special Ed	MATL/SUP	1,023.78
P16-01298	Power Machinery Center	WAREHOUSE	REPAIRS	2,105.90
P16-01300	CN School & Office Sol, Inc Cu Iver-Newlin	Pupil Srvs	EQUIP-MATL (C.RIDGE NEW DESK)	3,452.39
P16-01305	Dell Direct Sales Lp	SIERRA LINDA	Equip-Instructional	1,206.35
P16-01308	CHG MEDICAL STAFFING INC DBA / COMPHEALTH MEDICAL STAFFING	Special Ed	SERV	101,000.00
P16-01309	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	ED SERVICES	CONF	1,100.00
P16-01311	Gopher Sport	RAMONA	Mat/Sup - Inst	1,318.16
P16-01312	CDW G	RAMONA	Equip/ Serv - Instruction	1,902.69
P16-01316	Dell Direct Sales Lp	MCAULIFFE	EQUIP-Instructional	5,775.64
P16-01317	Rodney Allen Spicer dba/ Gold Coast K9	ED SERVICES	MAA/SERV	24,000.00
	Ventura Co Office Of Education	Special Ed	SERV (MG021504)	34,557.60
P16-01318				
P16-01318 P16-01324	Learning Plus Associates	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	1,960.75
	Learning Plus Associates IMAGE APPAREL FOR BUSINESS	LEMONWOOD FACILITIES	Materials and Supplies INSTRUCTIONAL SERV	1,960.75 3,372.20
P16-01324	_			•

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P16-01342	BSN Sports	WAREHOUSE	Stores Supplies	1,267.14
P16-01343	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	1,563.30
P16-01348	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	5,196.64
P16-01349	Dell Direct Sales Lp	Special Ed	MATL/SUP	1,557.92
P16-01350	EMBASSY SUITES HOTEL AT THE CH EVY CHASE PAVILION	ED SERVICES	CONF/TRAVEL (MSAP)	3,043.43
P16-01351	CAPITOL HILTON HOTEL	ED SERVICES	CONF/TRAVEL (MSAP)	3,484.25
P16-01352	Nestle Waters North America Re ady Refresh	PURCHASING	matls/ supl	2,808.00
P16-01354	Nestle Waters North America Re ady Refresh	ED SERVICES	MATL/SUP	2,160.00
P16-01355	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,641.62
P16-01358	Office Depot Bus Ser Div	DRIFFILL	MATL/SUPP-instruction	2,700.00
P16-01360	Nestle Waters North America Re ady Refresh	DRIFFILL	SUPP-instruction	2,160.00
P16-01362	Ventura Co Office Of Education	HR	CONF/TRAVEL	1,950.00
P16-01366	Pearson	Special Ed	MATL/SUP	2,246.21
P16-01368	Perma Bound Books	ED SERVICES	MATL/SUP	1,649.16
P16-01376	DELTA EDUCATION	ELM	Matl/Supp - Instruction	16,827.83
P16-01377	Dell Direct Sales Lp	ELM	Equip/Matl - Instruction	5,072.3
P16-01378	Kamran And Co Inc	CNS	equipment-048	3,158.29
P16-01382	Office Depot Bus Ser Div	WAREHOUSE	STORES	1,522.8
P16-01389	CETPA C/O Jane Kauble	IT	CONF	1,515.0
P16-01390	Dell Direct Sales Lp	PURCHASING	EQUIP (HAR: UCHIYAMA-HURTADO-HERNANDEZ)	3,614.16
P16-01391	Concepts School & Office Furn	ROSE	MATL/SUP (TK - ROOM #901)	1,762.5
P16-01394	Salsbury Industries	FACILITIES	Equip	23,183.82
P16-01395	Reliable Floor Covering Co	FACILITIES	Prof Srvs	3,364.0
P16-01396	EJ Harrison & Sons Inc	FACILITIES	Rental	5,000.0
P16-01397	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENT, LEASE, REPAIR	3,840.00
P16-01399	JONES-CAMPBELL CO., INC. JONES -CAMPBELL CO.	MCAULIFFE	EQUIP (CAFETERIA TABLES)	20,701.4
P16-01400	ONTARIO LODGING ASSOC LLC EMBA SSY SUITES ONTARIO AIRPORT	ED SERVICES	CONF	1,512.00
P16-01401	Smith, Tammy R	Special Ed	SERVICES	2,240.00
216-01402	Coast To Coast Computer Prod	BREKKE	MATL/SUP - Instructional	2,160.0
P16-01403	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	1,275.00
P16-01404	Pacific Distributors	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,500.00
P16-01405	Div Of The State Architect	BUSINESS	CONST	3,590.6
P16-01406	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,823.9
P16-01408	HILTON GARDEN INN IRVINE	ED SERVICES	CONF	2,165.9
P16-01409	Extreme Clean	WAREHOUSE	Stores Supplies	2,430.0
P16-01410	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	1,413.6
P16-01411	School Health Corporation	WAREHOUSE	Stores Supplies	1,232.9
216-01412	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	5,825.2
P16-01415	Flinn Scientific Inc	ED SERVICES	MATL/SUP	13,120.0
P16-01416	Carolina Biological Supply	ED SERVICES	MATL/SUP	2,996.1

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	rchase Orders dated 08/19/2015	- 09/23/2015 ***		
PO Number	Vendor Name	Loc	Description	Orde Amour
P16-01417	Pitsco Inc	ED SERVICES	MATL/SUP	1,280.40
P16-01419	SMITH VENTURES, LTD DBA/ GIBSO N ATHLETIC	ED SERVICES	MATL/SUP	4,536.47
P16-01420	Leopaul A. Martinez Jr	CURREN	matl/sup - Instructioanal	2,551.50
P16-01421	Hilton San Diego Bayfront	IT	CONF	3,537.5
P16-01422	Office Depot Bus Ser Div	IT	MATL/SUP	3,780.00
P16-01425	Ventura Co Office Of Education	Special Ed	SERV	27,227.12
P16-01427	Orbotix, Inc	ED SERVICES	MATL/SUP	12,145.1
P16-01429	Pearson Education	ED SERVICES	SERV	176,536.0
P16-01431	SIGNET CONTROLS, INC	FACILITIES	Prof Srvc	12,510.0
P16-01432	Mobile Modular Management	FACILITIES	Rental, Lease, repairs	24,180.0
P16-01434	Xpedx Paper Co	GRAPHICS	Materials and Supplies	1,869.9
P16-01435	Renaissance Learning Inc	RITCHEN	SERV-INSTRUCTIONAL	6,199.0
P16-01436	Dagan Sales And Marketing Inc	CURREN	matl/sup - Instructional	3,265.3
P16-01437	Ventura Co Office Of Education	CURREN	CONF-Instructional	1,840.0
P16-01439	Brainpop Com Llc	CURREN	serv - instructional	2,295.0
P16-01440	Cambium Education, Inc Sopris; Voyager	CURREN	matl/sup - instructional	3,069.9
P16-01441	CPO Science	ED SERVICES	MATL/SUP	1,879.0
P16-01444	TETRA TECH INC	FACILITIES	BOND/BLDG/DORIS & PATTERSON-PIPELINE RISK ANALYSIS	7,500.0
P16-01445	MNS ENGINEERS INC.	FACILITIES	BOND/BLDG/SURVEY-UTIL LOC SVCS/MAR 12 CLASSRM BLDG	7,200.0
P16-01446	Ventura Co Office Of Education	HAYDOCK	TRAVEL/CONF-ADMIN,INST, & CERT.	1,000.0
P16-01447	Lakeshore Learning Materials-V	MARSHALL	MAT/SUP - Instruction	1,281.9
P16-01448	JM Mckinney Company	FACILITIES	MATL/SUP	1,080.0
P16-01452	Schoolmasters Safety	RISK MGMT	Materials & Supplies	1,039.3
P16-01453	Pitsco Inc	SORIA	Matl & Supl - Instructional	1,054.1
P16-01457	Dell Direct Sales Lp	SORIA	EQUIP / MATL/SUP (Instructional)	1,182.5
P16-01458	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,965.7
P16-01460	EUR Cons & Development Inc	BUSINESS	DEV FEES/SEABRIDGE	13,330.3
P16-01469	LittleBits Electronics	ED SERVICES	MATL/SUP	7,557.8
P16-01471	Dial Security	FACILITIES	SERV	79,366.6
P16-01472	School Health Corporation	RISK MGMT	Materials & Supplies	4,481.9
P16-01476	COUGHLAN COMPANIES INC dba/CAP STONE	ED SERVICES	T1/SERV	171,000.0
P16-01478	WEST COAST SASH & DOOR, INC	FACILITIES	MATL/SUP	2,160.0
P16-01479	IXL LEARNING, INC	CURREN	SERV - instructional	7,105.0
P16-01480	Riverside Publishing Co	FREMONT	MAT/SUPP - INSTRUCTION	2,038.2
P16-01485	MCGRAW HILL EDUCATION	ED SERVICES	MATL/SUP	29,385.3
P16-01489	Focus On The Masters	HARRINGTON	SERV	1,350.0
P16-01491	Ncs Pearson	ENGLISH LEARNE	SERV	225,000.0
P16-01492	MARIANA PEIRANO ROYUELA	SORIA	SERV	10,800.0
P16-01493	Printech	FREMONT	MAT/SUPP	4,000.0
P16-01495	MARIANA PEIRANO ROYUELA	CHAVEZ	SERV	10,800.0
P16-01498	Educational Data Systems Inc	ENGLISH LEARNE	materials	5,329.8
P16-01499	Moore Fabrication	FACILITIES	HVAC Supplies	4,320.0
P16-01500	Dave Bang Associates Inc	FACILITIES	Rent/Lease/Repair	18,437.8
P16-01503	The Ware Group Inc	LEMONWOOD	PROF/CONSUL- Instructional	14,000.0
P16-01504	GENERATION READY INC	ED SERVICES	T1/GEN FUND/SERV	112,000.0

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P16-01505	Printech	LEMONWOOD	Mat/Suppl (instruction)	4,320.00
P16-01506	Home Depot Inc	ED SERVICES	MATL/SUP MSAP	1,726.26
P16-01515	Ballard and Tighe Publishers	ENGLISH LEARNE	materials	7,747.07
P16-01517	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ENGLISH LEARNE	Travel and conference	1,800.00
P16-01523	Printech	RITCHEN	MAINT-instruction	1,750.00
P16-01524	ADORAMA INC	ED SERVICES	MATL/SUP	18,755.86
P16-01527	Shaw Hr Consulting	HR	SERV	5,000.00
P16-01529	SOS Survival Products	RISK MGMT	Materials & Supplies	4,117.80
P16-01531	Focus On The Masters	SIERRA LINDA	SERV	1,350.00
P16-01532	Loyola Marymount University	ENGLISH LEARNE	SERV	124,800.00
P16-01534	Office Depot Bus Ser Div	RITCHEN	MATL/SUP-INSTRUCTIONAL & ADMINISTRATION	1,080.00
P16-01535	Art Trek	HARRINGTON	PROFESSIONAL CONSUTING/INSTRUCTION	3,000.00
P16-01546	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	3,758.40
P16-01551	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,529.2
P16-01552	TETRA TECH INC	FACILITIES	BOND/BLDG/MAR-CEQA COMPLIANCE SVCS	52,426.00
P16-01557	BSN Sports	WAREHOUSE	Stores Supplies	1,027.08
P16-01558	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,907.90
P16-01559	Extreme Clean	WAREHOUSE	Stores Supplies	2,809.0
P16-01560	Hillyard Inc	WAREHOUSE	Stores Supplies	5,515.5
P16-01564	Dell Direct Sales Lp	CNS	equipment	3,349.5

# **Fund Recap**

Amount	PO Count	Description	Fund
2,764,774.12	229	GENERAL FUND	010
620,860.66	35	CAFETERIA FUND	130
588,322.00	8	BOND FUND MEASURE R 2012	213
138,075.17	7	DEVELOPER FEES	251
4,112,031.95	Total Fiscal Year 2016		
4,112,031.95	 Total		

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<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

# Includes Purchase Orders dated 08/19/2015 - 09/23/2015 \*\*\*

# **PO Changes**

		Fund/		
	New PO Amount	Object	Description	Change Amount
P14-00087	2,031,248.00	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERI	93,950.00
P14-01289	147,000.00	213-6272	BOND FUND MEASURE R 2012/CONSTRUCTION MANAC	17,000.00
P15-01468	162,877.60	213-6280	BOND FUND MEASURE R 2012/CONSTRUCTION TESTIN	32,919.60
P15-02532	173,688.91	010-5570	GENERAL FUND/UTILITIES TRASH	4,492.80
P15-04634	141,243.00	010-5642	GENERAL FUND/FLOOR REPAIR	44,828.00
P16-00061	3,080.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P16-00074	10,400.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P16-00128	5,240.00	010-4330	GENERAL FUND/REPAIR PARTS	2,000.00
P16-00155	6,080.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	5,000.00
P16-00157	6,080.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	5,000.00
P16-00187	2,080.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,000.00
P16-00356	7,400.00	010-4341	GENERAL FUND/CUSTODIAL SUPPLIES	2,000.00
P16-00441	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,840.00
P16-00633	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,920.00
P16-00641	19,996.04	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	2,000.00
P16-00864	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,920.00
P16-00865	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,920.00
P16-00866	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,920.00
			Total PO Change	234,710.40

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

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Name of Contributor(s)	Dr. Jesus Vaca	Date of Meeting:	October 7, 2015
Study Session Closed Session A. Preliminary B. Hearing C. Consent Agenda D. Action Items E. Reports/Discussio F. Board Policies 1st	 <u>X</u> n Items (no action) Reading 2 <sup>nd</sup> Re	eading	
Approval of the 2015- Quarter (Vaca)	16 Quarterly Report on V	Williams Uniform (	Complaints, First

# **DESCRIPTION OF AGENDA ITEM:**

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, during the first quarter, a complaint in the area of Facility Conditions was received.

# FISCAL IMPACT:

None.

# **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Quarterly Report on Williams Uniform Complaints, first quarter, as presented.

# ADDITIONAL MATERIAL(S):

Quarterly Report on Williams Uniform Complaints, First Quarter (1 page)

# **Quarterly Report on Williams Uniform Complaints**

[Education Code § 35186]

Fiscal Year 2015-16 District: Oxnard School District

Person completing this form: Dr. Jesus Vaca Title: Assistant Superintendent, HR

Quarterly Report Submission Date: October 2015 (7/1/15 to 9/30/15)

Date for information to be reported publicly at governing board meeting: October 7, 2015

Please check box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
<b>Facilities Conditions</b>	0	0	0
TOTALS	0	0	0

Dr. Cesar Morales
Print Name of District Superintendent
Signature of District Superintendent

Name of Contributor: <b>Dr. Jesus Vaca</b>	Date of Meeting: October 7, 2015
CLOSED SESSION	
SECTION B: HEARINGS	
SECTION C: CONSENT	<u>X</u>
SECTION D: ACTION	
SECTION E: REPORTS/DISCUSSION	
SECTION F: BOARD POLICIES	
LIABILITY CLAIM: VCBA06986A1 (V	Vaca/Magaña)

On or about July 16, 2015, the Oxnard School District received a Verified Claim from the attorney for the claimant, a student of the Oxnard School District.

The attorney for the claimant alleges that the District is liable for inappropriate behavior of a substitute teacher who may have performed a questionable act against the student on January 30, 2015.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

# **FISCAL IMPACT**

There is no expected fiscal impact from this claim.

# **RECOMMENDATION**

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06986A1.

# ADDITIONAL MATERIAL

None.

# **Board Agenda Item**

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 1st Reading	2 <sup>nd</sup> Reading

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

#### **Establish**

an eight hour, 246 day District Translator, position number 7259, to be established in the Special Education department. This position will be established to assist with translating IEP's.

- a five hour, 183 day Paraeducator I, position number 7280, to be established at Haydock school. This position will be established for EL support.
- a five hour, 183 day Paraeducator I, position number 7263, to be established at Soria school. This position will be established for extra support in the classroom.
- a five hour, 183 day Paraeducator I, position number 7262, to be established at Soria school. This position will be established for extra support in the classroom.
- a five hour, 183 day Paraeducator I, position number 7261, to be established at Soria school. This position will be established for extra support in the classroom.
- a five hour, 183 day Paraeducator I, position number 7260, to be established at Soria school. This position will be established for extra support in the classroom.
- a five hour, 203 day Office Assistant II, position number 7266, to be established at Lemonwood school. This position will be established due to student enrollment.
- a five hour, 185 day Child Nutrition Worker, position number 7278, to be established at Curren school. This position will be established due to increase in meal participation.
- a five hour, 185 day Child Nutrition Worker, position number 7277, to be established at Fremont school. This position will be established due to change in lunch schedule.
- a three hour, 185 day Child Nutrition Worker, position number 7292, to be established at McKinna school. This position will be established due to change in lunch schedule.
- a three hour, 185 day Child Nutrition Worker, position number 7291, to be established at McAuliffe school. This position will be established due to change in lunch schedule.

#### **Increase**

a four hour, 190 day Library Media Technician, position number 2464, to be increased to five hours at McKinna school. This position will be increased to provide additional support.

The following positions will be increased by 10 minutes to support TK/K classes:

- a four hour, 183 day Paraeducator I, position number 7167, at Brekke school.
- a four hour, 183 day Paraeducator I, position number 7169, at Chavez school.
- a four hour, 183 day Paraeducator I, position number 7170, at Curren school.
- a four hour, 183 day Paraeducator I, position number 7171, at Driffill school.
- a four hour, 183 day Paraeducator I, position number 7174, at Harrington school.
- a four hour, 183 day Paraeducator I, position number 7176, at Kamala school.
- a four hour, 183 day Paraeducator I, position number 7178, at Lemonwood school.
- a four hour, 183 day Paraeducator I, position number 7179, at Marina West school.
- a four hour, 183 day Paraeducator I, position number 7180, at Marina West school.
- a four hour, 183 day Paraeducator I, position number 7181, at Marshall school.
- a four hour, 183 day Paraeducator I, position number 7185, at McKinna school.
- a four hour, 183 day Paraeducator I, position number 7186, at McKinna school.
- a four hour, 183 day Paraeducator I, position number 7187, at Ramona school.
- a four hour, 183 day Paraeducator I, position number 7189, at Ritchen school.
- a four hour, 183 day Paraeducator I, position number 7191, at Rose Avenue school
- a four hour, 183 day Paraeducator I, position number 7193, at Sierra Linda school.
- a three hour, 183 day Paraeducator I, position number 7194, at Sierra Linda school.
- a four hour, 183 day Paraeducator I, position number 7195, at Soria school.

# Reduce

a seven hour, 203 day Office Assistant II, position number 1983, to be reduced to five hours at Marshall school. This position will be reduced due to student enrollment.

#### FISCAL IMPACT:

Cost for District Translator - \$69,731.00 Special Ed

Cost for Paraeducator I - \$22,314.00 Site LCFF

Cost for Paraeducator I - \$22,314.00 Site Title I and LCFF

Cost for Paraeducator I - \$22,314.00 Site Title I and LCFF

Cost for Paraeducator I - \$22,314.00 Site Title I and LCFF

Cost for Paraeducator I - \$21,660.00 Site Title I and LCFF

Cost for Office Assistant II - \$27,055.00 Site LCFF

Cost for Child Nutrition Worker - \$20,343.00 Child Nutrition Services

Cost for Child Nutrition Worker - \$20,343.00 Child Nutrition Services

Cost for Child Nutrition Worker - \$12,220.00 Child Nutrition Services

Cost for Child Nutrition Worker - \$12,220.00 Child Nutrition Services

Cost for Library Media Technician - \$2,528.00 General

Cost for 18 Para I's - \$11,418.00 General

Savings for Office Assistant II - \$24,249.00 General

# **RECOMMENDATION:**

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

ADDITIONAL MATERIAL(S): None

# **Board Agenda Item**

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan	Koch <b>DATE OF MEETING</b> : October 7, 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 1st 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**

Launderette Bogartz	Teacher, Special Education M/M, Marina West	September 29, 2015
Teresa Gern	Director, Certificated Human Resources	October 2, 2015 (Correction)
Kristin Haidet	Manager, Special Education	September 14, 2015
Tracey Hoffman	Teacher, 3 SEI, McAuliffe	September 11, 2015
Linda Kimball	Teacher, Science, Haydock	September 11, 2015
Patricia Marquez	Teacher, Special Education Pre-K, San Miguel	September 8, 2015
Mary W. Mendel	Teacher, 5 SEI, Curren	September 3, 2015
John Moffitt	Teacher, Spanish, Frank	September 18, 2015
Luis H. Ramirez	School Principal, Harrington	September 21, 2015
Kelsey Ann Shaw	Teacher, 2 SEI, Kamala	September 18, 2015
Corinne L. Slattum	Elementary Support Teacher, Kamala	September 21, 2015
Deborah Smyer	Teacher, 6 SEI, Frank September 24, 2015	
Nicole M. Wilson	Elementary Support Teacher, Rose Avenue	September 21, 2015
Daniela Blazer	Substitute Teacher	2015/2016 School Year
Tamara Cundiff	Substitute Teacher	2015/2016 School Year
Asher Lober	Substitute Teacher	2015/2016 School Year
Maria Shafer	Substitute Teacher	2015/2016 School Year
Laura Suel	Substitute Teacher	2015/2016 School Year
Sandra Stevenson	Substitute Teacher	2015/2016 School Year
Michelle Royan	Substitute Teacher	2015/2016 School Year
Patricia Vigil	Substitute Teacher 2015/2016 School Year	
Juan Jose Villalpando	Substitute Teacher	2015/2016 School Year

# <u>Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year</u>

Alex Arevalo	Harrington	September 24, 2015
Diane Brooks	Lemonwood	September 10, 2015
Cruz Earls-Mrstik	Curren	September 25, 2015
Rachel Herskowitz	Curren	September 25, 2015
Dietra Hill	McAuliffe	October 5, 2015
Lawrence Libman	Kamala	September 25, 2015
Marilu Lopez	Elm	October 1, 2015
Candice McHenry	McAuliffe	October 5, 2015
Susan Nemets	Ritchen	September 29, 2015
Marilyn Parker	Marshall	September 28, 2015
Carolyn Reed	Ritchen	October 5, 2015

RESIGNATION

Mary Kate O'Leary School Psychologist September 30, 2015

New Hire		
Amezcua, Daisy	Accounting Specialist III, Position #1810	09/15/2015
	Budget & Finance 8.0 hrs./246 days	00/04/004
Cabrera, Karina H	Office Assistant II (B), Position #5425	09/04/2015
Geraldo, Berenis	Driffill 5.0 hrs./203 days Site Technology Technician, Position #2198	09/14/2015
Geraido, Bereins	Sierra Linda 8.0 hrs./192 days	09/14/2013
Jasso, Judy	Paraeducator III, Position #6824	09/21/2015
vasso, vaay	Pupil Services 5.75 hrs./193 days	09/21/2015
Perry, Laura	School Occupational Therapist, Position #5607	09/21/2015
<b>3</b> /	Pupil Services 8.0 hrs./183 days	
Vaca, Anthony	Paraeducator I, Position #7177	09/24/2015
	Kamala 2.0 hrs./183 days	
<b>.</b>		
Exempt I		00/01/2017
Barajas, Leticia	Campus Assistant	09/01/2015 08/19/2015
Cerereres, Liliana Chavez Mendoza, Maria	Campus Assistant Campus Assistant	08/19/2015
Gabino, Sabrina	Campus Assistant Campus Assistant	08/19/2015
Gamino, Celeste	Campus Assistant Campus Assistant	08/19/2015
Gutierrez, Alfredo	Campus Assistant	08/19/2015
Gutierrez, Andrew	Campus Assistant	08/19/2015
Lopez, Corina	Campus Assistant	08/21/2015
Lopez Osornio, Diego	Campus Assistant	08/21/2015
Orozco, Maria G.	Campus Assistant	08/19/2015
Palomares Garcia, Jazmin	Campus Assistant	08/19/2015
Perez, Julia	Campus Assistant	09/01/2015
Serratos, Carlos	Campus Assistant 09/01/ Campus Assistant 09/01/	
Zaragoza, Matthew	Campus Assistant	08/19/2015
-	•	
<u>Limited Term</u>		
Aguilar, Vanessa	Paraeducator	09/11/2015
Aguirre Cayeros, Carmina	Paraeducator	09/15/2015
Amezquita, Nancy	Paraeducator	09/08/2015
Bravo, Sarah	Paraeducator	09/15/2015
Cruz, Samantha	Paraeducator	09/08/2015
Flores, Jennie	Paraeducator	09/24/2015
Garcia, Denise	Paraeducator	09/17/2015
Garibay, Angelica	Clerical	09/02/2015
Gomez-Palacios, Jimmy	Custodial	09/01/2015
Hernandez, Guadalupe	Paraeducator	09/16/2015
Marinez, Josue	Paraeducator	09/11/2015
Medina, Iliana	Paraeducator	09/17/2015
Mendoza, Alberto	Paraeducator Child Nutrition Worker	09/22/2015
Paez, Laura	Clerical	09/14/2015
Pena, Sahara Rivera, Maria de la Luz	Paraeducator	09/14/2015 09/21/2015
	Paraeducator	09/21/2015
Schouten, Sarah J Vaca, Anthony	Paraeducator Paraeducator	09/21/2015
vaca, Antiiony		07/22/2013
Promotion Promotion		
Flores, Rosio	Preschool Teacher (B), Position #7213	09/15/2015
	NfL 3.0 hrs./183 days	
	Preschool Assistant (B), Position #2664	
	Rose Ave. 3.0 hrs./183 days	

Mendoza, Roxana  Torres Garcia, Sanjuana	Credential Technician, Position #6777 Certificated Human Resources 8.0 hrs./246 days Administrative Assistant, Position #560 English Learner Services 8.0 hrs./246 days Preschool Teacher (B), Position #925 Rose Ave. 4.0 hrs./183 days Preschool Assistant (B), Position #2577 Sierra Linda 3.0 hrs./183 days	09/21/2015 09/13/2015
Increase in Hours Lemos, Sara	Paraeducator II, Position #671 Pupil Services 5.75 hrs./183 days Paraeducator II, Position #671 Pupil Services 4.5 hrs./183 days	09/09/2015
<u>Transfer</u> Flores, Janet R.	Paraeducator I (B), Position #7226 McKinna 5.0 hrs./183 days Paraeducator I (B), Position #2243 Frank 3.0 hrs./183 days	09/20/2015
Hernandez, Maria	Office Assistant II (B), Position #475 Haydock 8.0 hrs./203 days Office Assistant II (B), Position #1212 Fremont 6.0 hrs./203 days	09/21/2015
Ramos, Francisco	Site Technology Technician, Position #2946 Frank 5.0 hrs./192 days Site Technology Technician, Position #2947 Haydock 5.0 hrs./192 days	09/21/2015
Return from Leave of Absence Moreno, Angelica	Paraeducator II, Position #2952 Pupil Services 5.5 hrs./183 days	08/17/2015
Unpaid Leave of Absence Arellano, Mariselda	Preschool Assistant, Position #6782	09/28/2015-08/01/2016
Gomez, Daniel	Ritchen 3.0 hrs./183 days Child Nutrition Worker, Position #2055	09/18/2015-03/18/2016
Rodarte, Maribel	Haydock 4.0 hrs./185 days Child Nutrition Worker, Position #2679 Soria 5.0 hrs./185 days	10/02/2015-12/22/2015
FMLA Ledbetter, Christopher	Site Technology Technician, Position #6803 Fremont 8.0 hrs./192 days	09/08/2015-10/21/2015
Resignation Avila, Kimberly	Child Nutrition Worker, Position #2616 Chavez 5.5 hrs./246 days	09/08/2015
Cortez, Alejandra	Facilities Technician, Position #005 Facilities 8.0 hrs./246 days	09/09/2015

Name of Contributor: Lisa Cline		Date of Meeting: 10/7/15
SECTION C: CO SECTION D: AC SECTION E: RE	EARINGS ONSENT	
Approval of Notic (Cline/Cross)	e of Completion, Marshall Sc	hool Floor Replacement Project, Bid #14-02
perform the work for recommended that	or Marshall School Floor Repl	as completed the work of Bid #14-02 to acement Project, as of August 29, 2015. It is we the Notice of Completion for this project, Recorder's Office.
FISCAL IMPACT:		
None		
RECOMMENDATI	ON:	
the Assistant Facili and filing of such n	ties Director, that the Board o	ntendent, Business & Fiscal Services, and f Trustees approve the Notice of Completion er's Office, for Bid #14-02, Marshall School tract Flooring.
ADDITIONAL MAT	TERIALS:	
Attached:	Notice of Completion (1	Page)

Return Recorded Notice of Completion to:
Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

# **NO FEE PER GOVT CODE 27383**

# NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Marshall School, 2900 Thurgood Marshall Drive, Oxnard, CA 93036, for Bid #14-02, and Agreement #14-225 Marshall School Floor Replacement Project:

That on or about the 3rd day of June 2015 the said Oxnard School District of Ventura County entered into

a contract with <u>Prospectra Contract Flooring</u> for the work of site improvement located at Marshall Schoot that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the <u>29th</u> day of <u>August 2015</u> ; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.
Oxnard School District
BySecretary of its Board of Trustees  STATE OF CALIFORNIA ) COUNTY OF VENTURA )
Cesar Morales, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.
Subscribed and sworn to (or affirmed) before me on this day of, 2015, by, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Name of Contributor(s): Cline/CFW		Date of Meeting: 10/07/15
STUDY SESSION		
CLOSED SESSION		
SECTION B: HEARINGS		
SECTION C: CONSENT AGENDA		
SECTION D: ACTION	<u> X</u>	
SECTION E: REPORTS/DISCUSSION		
SECTION F: BOARD POLICIES	1st Reading	_ 2nd Reading

Acceptance of Project and Authorization to Issue Notice of Completion, Project 1 Kindergarten and Science Reconfiguration (Cline/CFW)

On May 7, 2014, the Board of Trustees approved Construction Service Agreement No.'s: 13-198, #13-199, #13-200, #13-201, #13-202, #13-203, #13-204 #13-205; consisting of improvements to Kindergarten classrooms and Science classroom reconfigurations at: Brekke, Chavez, Curren, Fremont, Haydock, Kamala, McAuliffe and Ritchen Schools; included under Project No. 1 of the Facilities Implementation Program. Those improvements were made to accomplish grade reconfiguration and to add Kindergarten classrooms to accommodate an extended day kindergarten program.

The project was awarded to Vanir Construction Management, Inc. and was substantially completed on August 18, 2014; *with the exception of "Punch-list" items*. The District took beneficial occupancy of the project areas on August 19, 2014.

Vanir Construction Management, Inc. struggled with completion of the "Punch-list" items; after numerous attempts by the District to accommodate Vanir and their subcontractors.

The District in consultation with District's legal counsel and CFW, have determined to move forward with the release of the undisputed amount of retention funds for Project 1 to Vanir Construction Management, Inc.

An amount valued at One Hundred Fifty Percent (150%) of the estimated value for the "Punchlist" work that is required for certification of those Projects with the Division of the State Architect ("DSA") and other "Punch-list" items identified by the Project Architect and District Staff shall be used for hiring a third party contractor to perform completion of those uncompleted or unacceptable "Punch-list" items.

It is recommended that the Board of Trustees accept the Project and authorize the issuance and filing of a Notice of Completion with the Ventura County Recorder's Office.

FISCAL IMPACT:		
None		

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with District's legal counsel and Caldwell Flores Winters, Inc, that the Board of Trustees accept Project 1, Construction Service Agreement No.'s: 13-198, #13-199, #13-200, #13-201, #13-202, #13-203, #13-204 #13-205, and authorize the issuance and filing of a Notice of Completion for the Project with the County Recorder's Office.

# **ADDITIONAL MATERIAL(S):**

Notice of Completion (2 Pages)

# **GOALS:**

 District Goal Three - Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

Return Recorded Notice of Completion to:
Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

# **NO FEE PER GOVT CODE 27383**

#### NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

# Description:

Agreement #13-198 Brekke Elem. School, 1400 Martin Luther King Jr. Drive, Oxnard, CA 93030 Agreement #13-199, Chavez Elem. School, 301 N. Marquita St., Oxnard, CA 93030 Agreement #13-200, Curren Elem. School, 1101 N. 'F' St., Oxnard, CA 93030 Agreement #13-201, Fremont Middle School, 1130 N. 'M' St., Oxnard, CA 93030 Agreement #13-202, Haydock Middle School, 647 Hill St., Oxnard, CA 93033 Agreement #13-203, Kamala Elem. School, 634 W. Kamala St., Oxnard, CA 93033 Agreement #13-204, McAuliffe Elem. School, 3300 Via Marina Ave., Oxnard, CA 93035 Agreement #13-205, Ritchen Elem. School, 2200 Cabrillo Way, Oxnard, CA 93030;

for Project 1 – Kindergarten and Science Classroom Reconfiguration Project, at eight (8) schools.

That on or about the <u>8th</u> day of <u>May 2014</u> the said Oxnard School District of Ventura County entered into a contract with <u>Vanir Construction Management Inc.</u> for the work of site improvement located at the aforementioned school sites, that certain real property hereinbefore described; that said building(s) and improvements, *with the exception of "Punch List" items*, were substantially completed on the <u>1st</u> day of <u>September 2015</u>; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

		Oxnard School District
		By Secretary of its Board of Trustees
STATE OF CALIFORNIA COUNTY OF VENTURA	)	Secretary of its Board of Trustees

Cesar Morales, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to (or affirmed) before me on this _		
, proved to me of	n the basis of satist	factory evidence to be the
person(s) who appeared before me.		

Name of Contributor(s): Dr. Cesar Mora	les	Date of Meeting: 10/7/15
STUDY SESSION CLOSED SESSION SECTION B: HEARINGS SECTION C: CONSENT AGENDA SECTION D: ACTION SECTION E: REPORTS/DISCUSSION SECTION F: BOARD POLICIES	X  1st Reading	2nd Reading

Consideration and Approval of Contract #15-115, Caldwell Flores Winters, Inc. - Supplemental Master Construct Program (Morales)

At its August 5, 2015 meeting, the Board of Trustees ("Board") directed Caldwell Flores Winters, Inc. ("CFW") to present a supplemental Master Construct Program ("Master Construct Program") that provides for additional facilities improvements beyond the Measure "R" Facilities Implementation Program. Pursuant to that request, CFW participated in a study session with the Board on September 16, 2015 that outlined a process to examine and analyze District enrollment, classroom capacity, support facility and site needs, educational program goals, integration with the Measure "R" Program, and State and local funding options.

The Master Construct Program would identify additional sites to be acquired, new facilities to be constructed, existing schools to be reconstructed, support facilities needed to complete prior construction efforts, and required facilities not part of the Measure "R" Implementation Program. CFW proposes to develop a Master Construct Program that will study and document additional facilities needs, including:

- Background Review
  - ✓ Enrollment trends
  - ✓ Classroom capacity
  - ✓ Support facilities and site conditions
  - ✓ Educational program
  - ✓ Integration with Measure "R" Implementation Program
- Analysis
  - ✓ Student capacity
  - ✓ Site configuration
  - ✓ New construction/replacement/renovation
  - ✓ Educational program requirements
- Proposed Facilities
  - ✓ Specifications
  - ✓ Required improvements and estimated costs
  - ✓ Cash flow proposed Sources & Uses
  - ✓ Master Project Budget, Schedule and Sequencing

- Financing
  - ✓ State and Local Funding
- Recommendations

Pending authorization to proceed, CFW would engage in a series of Board study session workshops to review data, analysis, and options for the Master Construct Program prior to presenting a draft of the Program to the Board in January 2016. Study sessions will also offer Trustees an opportunity to provide input and direction into the development of recommendations to be incorporated within the draft documentation.

#### **FISCAL IMPACT:**

Not to exceed \$150,000.00 – Unrestricted General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve Contract #15-115 between Oxnard School District and Caldwell Flores Winters, Inc. to prepare a Supplemental Master Construct Program.

# ADDITIONAL MATERIAL(S):

Agreement #15-115, Caldwell Flores Winters, Inc. (7 Pages)

#### GOALS:

 <u>District Goal Three</u> - Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

# CONTRACT #15-115 BETWEEN CALDWELL FLORES WINTERS, INC., AND THE OXNARD SCHOOL DISTRICT TO PREPARE A MASTER CONSTRUCT PROGRAM

This contract (hereinafter, "Contract") is entered into this 7th day of October 2015, and is made by and between the Oxnard School District of Ventura County (hereinafter, "District") and Caldwell Flores Winters, Inc. (hereinafter, "CFW"), a professional planning, State Aid, financial advisory and program implementation firm.

# **RECITALS**

WHEREAS, the Oxnard School District, a California Public School District located in Ventura County, has a long standing relationship with Caldwell Flores Winters, Inc., a consulting firm providing professional consulting services in the areas of Planning, Financial Advisory, State Aid, Educational Programming, and Program Implementation, dating back to 2005;

WHEREAS, the District is considering continuing its facilities program beyond the projects that have been funded by Measure "R" and remaining facilities fund balances;

WHEREAS, the District's Board of Trustees has approached CFW and requested that CFW prepare a proposal for developing a facilities program that incorporates the possibility of a local funding program or bond that (1) provides local funding for additional facilities improvements, (2) improves the learning environment and provides 21<sup>st</sup> Century learning environments for all District children, and (3) increases overall capacity for the District for educational planning purposes and growth in enrollment;

WHEREAS, the District has entitled this exercise as the "Master Construct Program";

WHEREAS, the Master Construct Program would identify additional sites to be acquired, new facilities to be constructed, existing schools to be reconstructed, support facilities needed to complete prior construction efforts, and required facilities not part of the Measure "R" Implementation Program;

WHEREAS, the District desires additional professional planning services of CFW to assist the District in preparing a Master Construct Program that includes the input and direction of the Board of Trustees;

WHEREAS, the District recognizes that CFW provides an integrated delivery method for its professional consulting services and the District has engaged CFW to provide all of the integrated services recognizing the value and benefits of receiving these services as part of an integrated delivery approach;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and CFW (hereinafter, "Parties"), the Parties hereby agree as follows:

# I. CONSULTANT SERVICES

The District retains CFW and CFW agrees to provide professional services for purposes of developing a "Master Construct Program" as more fully described and set forth in the Scope of Work attached hereto as "Exhibit A". Exhibit A is fully incorporated herein for all purposes and made a part of this Contract by reference. Upon its completion, the Master Construct Program shall be presented to the Board of Trustees for adoption.

# II. DISTRICT COOPERATION

In order to perform the planning services contemplated herein, CFW will require complete and accurate information. The District understands and agrees to cooperate with CFW by furnishing all necessary District information and records upon request. On occasion, CFW will require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. To perform the required work, the District agrees to the following:

# A. Information

District agrees to provide all necessary information relative to the proposed scope of work on a timely, diligent, and accurate basis, to the best extent possible.

# **B.** Additional Professional Services

When necessary and appropriate, CFW may request that the District authorize the engagement of additional professional services or provide access to consultants that the District is currently working with in order to complete the Scope of Work contemplated herein. The District agrees to provide or authorize the engagement of or access to these additional professional services as necessary to carry out the scope of work, if needed.

# III. CONFIDENTIALITY OF INFORMATION

It is the responsibility of the District to make the determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate times. While the District makes that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person without prior consent of the District. Upon determination by the District, CFW will cooperate with the District for it to disclose or publicize those documents requested or determined to be public.

# IV. TERM

The Parties agree to a term of six (6) months for this Contract, commencing upon approval by the Board of Trustees of the District. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the District.

#### V. INTEGRATED CONTRACT

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto with respect to the Master Construct Program. The Parties currently have valid contracts that bind the parties relative to other services (e.g., Financial Advisory, State Aid, and Program Implementation Services). It is the intent of the Parties that this Contract does not supersede or replace those contracts. It is the Parties intent that all these contracts be read and interpreted in a manner that is consistent and does not contradict each other or exclude any of the services set forth therein.

# VI. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default.

In the event that the District terminates this Contract, CFW shall be compensated pursuant to Section XII based on the percentage of work completed as of the date of termination.

The Parties may also agree to mutually terminate this Contract by a writing reflecting the agreement.

# VII. NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

# **Oxnard School District**

ATTN: Dr. Cesar Morales, Superintendent 1051 South A Street Oxnard, CA 93030

# Caldwell Flores Winters, Inc.

ATTN: Ernesto R. Flores, President 6425 Christie Avenue, Suite 270 Emeryville, CA 94608

# VIII. NO AGENCY

CFW, and its individual professional consultants and employees, shall have no authority to contract on behalf of the District and shall not represent itself/himself/herself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

#### IX. PREVAILING LAW

This Contract shall be interpreted consistent with, and shall be governed by, California law.

# X. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

# XI. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract for Services, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's actual attorney fees. As used herein, the term "actual attorney's fees" shall mean the fees actually charged for the services rendered by legal counsel to the prevailing party in connection with the enforcement of this Contract, and shall not be limited to "reasonable attorney's fees" as determined by the court or any statute.

# XII. FEE FOR SERVICES TO ESTABLISH A MASTER CONSTRUCT PROGRAM

CFW agrees to be compensated based on the following fee schedule:

#### A. Services

Pursuant to Exhibit A, CFW agrees to provide professional planning services to establish a Master Construct Program. The District agrees to compensate CFW on a flat fee basis totaling \$150,000, ("Contract Price"), payable in four (4) installments as follows:

\$50,000 payable upon execution of the Contract;

\$50,000 payable upon completion of Exhibit A Subsection I and II; \$35,000 payable upon completion of Exhibit A Subsection III; and, \$15,000 payable upon delivery of the Master Construct Program

The Contract Price shall include all expenses of CFW but shall not include the costs and expenses of the third party Professional Consultants. The Contract Price includes all ordinary business expenses including travel, meals, mileage, photocopying, facsimile charges and office supplies.

# XIII. APPROVAL

In executing this Contract, persons signing on behalf of CFW or District represent that each has the authority to do so. This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution. In executing this Contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This Contract is hereby agreed to and executed on this <u>7th</u> day of October 2015.

AGREED:	
Ernesto R. Flores, President Caldwell Flores Winters, Inc.	Dr. Cesar Morales, Superintendent Oxnard School District

# EXHIBIT A SCOPE OF WORK

# I. Background Review

In order to identify Master Construct Program needs, a background review will be conducted on the following:

- **A.** District's educational plan, LCAP, LEA Plan, technology plan, and Single Plans for Student Achievement and anticipated facility requirements
- **B.** Historical and projected enrollment growth by grade level
- **C.** Permanent and portable classroom capacity and teaching stations by school site, age, and loading standard
- **D.** Existing support facilities available by school site (e.g., MPRs, playfields, administrative and library space, parking) and the capacity to accommodate additional facilities
- E. Projects to be provided by the Measure "R" Implementation Program
- **F.** Review of existing sources of funding (e.g. State aid, developer fees, local bonding, etc.)
- G. Conduct Board Study Session 1: Background Review

# II. Analysis

Based on the above, an analysis will be undertaken of:

- **A.** Enrollment by grade to identify anticipated peaks or valleys over the next 5-7 years and the anticipated impact on the demand and sequencing of facilities
- **B.** Existing capacity of classrooms and existing school sites based on District Master Plan and State loading standards, including types of facilities, administrative spaces, fields areas, meeting/ meal/performance spaces, and available parking to accommodate enrollment
- **C.** Existing and additional facility needs taking into consideration Master Plan expected useful life of classroom and support facility buildings, new construction, replacement and renovation needs, educational program requirements, and 21st century environments for existing sites
- **D.** Existing facility specifications for the built capacity and those required to meet project requirements
- E. Components provided by the Measure "R" Facilities Implementation Program

- **F.** Analysis of available capital fund balances, developer fees, State aid eligibility and local bonding to meet anticipated costs
- **G.** Preliminary cost estimates of major program components based on specifications and analysis of scope of work to date
- H. Conduct Board Study Session 2: Data Analysis

# **III.** Potential Improvements

A summary review and analysis of previous work will be prepared and utilized for recommendations for facility considerations of improvements and options will be presented

- A. Specifications
- **B.** Anticipated available funding
- C. Required sequencing and timing
- **D.** Facility improvements to be considered:
  - 1. additional sites to be acquired
  - 2. new facilities to be considered for construction
  - 3. schools to be considered for reconstruction
  - 4. support facilities in need of construction to complete prior construction efforts
  - 5. required facilities not part of the Measure "R" Implementation Program
  - 6. additional considerations, if any
- E. Estimated costs
- **F.** Proposed projects to be funded and required timing
- **G.** Conduct Board Study Session 3: Review of Program Options

# IV. Master Construct Program

Prepare Draft of Master Construct Program, including:

- **A.** Key findings and analysis
- **B.** Proposed Program requirements
- C. Master Project List of proposed improvements
- **D.** Master Budget, including proposed Sources and Uses
- **E.** Master Schedule of proposed improvements and activities, including sequencing of implementation
- F. Plan of Finance/Funding, including local funding and State aid required
- G. Present Draft Master Construct Program for Board consideration

Name of Contrib	utor(s): <b>Robin I. Freeman</b>	Date of Meeting: 10/7/15
F. Board Pol	Agenda ms viscussion Items (no action) icies 1 <sup>st</sup> Reading _X	_ 2 <sup>nd</sup> Reading
Promotion Cere	emonies and Activities – R	evision to BP 5127 (Freeman)
Interim Assistant determined that of a student's elig	Superintendent, Educationa credits earned versus grade	lucted by principals, teachers and the al Services in Spring 2015. It was point average would be a better evaluation ighth grade promotion ceremony. Students vith a passing grade.
Education stude		ions for English Learners and Special indicated by <i>italicized</i> font on the attached. hrough on the attached.
FISCAL IMPAC	r.	
None	•	
RECOMMENDA	TION:	
	endation of the Assistant Supes approve the revisions to B	perintendent Educational Services, that the BP 5127 as outlined above.
ADDITIONAL M	ATERIAL(S):	
BP 5127 (3 page	es)	

Students BP 5127(a)

# PROMOTION CEREMONIES AND ACTIVITIES

Eighth grade promotion ceremonies shall be held to recognize those students who have successfully completed the required course of study and satisfying district standards. The Board of Trustees believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

```
(cf. 6011 – Academic Standards)
(cf. 6143 – Courses of Study)
```

# **Honors and Awards**

The Superintendent or designee may identify other school-sponsored awards which may be given during promotion exercises. A separate awards program may be held to recognize promoting students receiving other school and nonschool awards.

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(cf. 5126 – Awards for Achievement)
```

The Superintendent or designee may require promoting students to wear ceremonial attire, such as cap and gown, at the ceremony.

# **Academic Considerations**

Students in the 8<sup>th</sup> grade will be considered eligible to participate in the intermediate school promotion ceremony when they have met the following criteria:

• Criteria #1: Students will *attain a total of 150 credits in* maintain an overall 2.00 GPA in both the 7<sup>th</sup> and 8<sup>th</sup> grades., with no more than one failing grade per grading period.

OR

• Criteria #2: Students will attain 75 credits in the 8<sup>th</sup> grade. must earn an overall 2.00 GPA in the 8<sup>th</sup> grade, with NO failing grades.

# English Learners (EL)/Limited English Proficient (LEP) Students

Decisions regarding the promotion of English Learners require special consideration. English Learners transitioning to English instruction shall participate in promotion ceremonies except for specific conditions such as poor attendance, disciplinary issues, or low achievement not related to English proficiency levels.

# Special Education Students

# Students Who Receive Special Education Services

All special education students with an IEP shall participate in the promotion ceremonies except for specific conditions such as poor attendance, disciplinary issues, or issues not manifested by their disability as determined by the IEP Team.

#### PROMOTION CEREMONIES AND ACTIVITIES

# 504 Students

All students with a 504 Plan shall participate in the promotion ceremonies except for specific conditions such as poor attendance, disciplinary issues, or issues not manifested by their disability as determined by the 504 Team.

# **Disciplinary Considerations**

In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in promotion ceremonies and/or activities in accordance with school rules, which provide for due process. Prior to denial of the privilege, the student, and where practicable his/her parent/guardian, shall be made aware of the grounds for such denial and shall be given an opportunity to respond. If a privilege is to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal the decision. Parents/guardians may exercise their rights to appeal the principal's decision by contacting the Assistant Superintendent of Educational Services, and if necessary, continuing their appeal to the Superintendent.

# **Appeal Process**

The principal's decision to exclude a student from participating in promotion ceremonies and activities may be appealed consistent with Board Policy, Administrative Regulation and law. The burden shall be on the appealing party to show why the principal's decision should be overruled. (Education Code 48070.5)

To appeal a principal's decision, the appealing party shall submit a written request to the Superintendent or designee specifying the reasons why the principal's decision should be overruled. The appeal must be initiated within 5 days of the parent/guardian notification of the determination of exclusion from participating in promotion ceremonies and activities. The principal shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 5 days of receiving the request, the Superintendent or designee shall determine whether or not to overrule the principal's decision. Prior to making this determination, the Superintendent or designee may meet with the appealing party and the principal or designee. If the Superintendent or designee determines that the appealing party has overwhelmingly proven that the principal's decision should be overruled, he/she shall overrule the principal's decision. If the decision of the Superintendent or designee is unfavorable to the appealing party, he/she shall have the right to submit a written statement of objections which shall become part of the student's record.

(cf. 1312 – Complaints – Against the Schools)

(cf.5125 – Student Records)

(cf.5125.3 – Challenging Student Records)

Oxnard, California

# PROMOTION CEREMONIES AND ACTIVITIES

# **Financial Obligations**

All financial obligations must be cleared prior to participation in the commencement ceremony. Parents/Guardians will be notified prior to the ceremony regarding known financial obligations.

This policy is effective beginning with the incoming  $7^{th}$  and  $8^{th}$  grade class of the 2012-13 2015-16 school year.

(cf. 5125.2 – Withholding Grades, Diploma or Transcripts) (cf. 5144 – Discipline)

(cf. 6161.2 – Damaged or Lost Instructional Materials)

# Legal Reference:

# EDUCATION CODE

35183.3 Graduation ceremonies; military dress uniforms

38119 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange students

51410-51412 Diplomas

**COURT DECISIONS** 

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 505 U.S. 577

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d863

Lemon v. Kurtzman, (1971) 403 U.S. 602

#### Management Resources:

#### **WEB SITES**

California Department of Education, High School: http://www.cde.ca.gov/ci/gs/hs/

OXNARD SCHOOL DISTRICT **Policy** 

revised: April 18, 2012 October 7, 2015

adopted: November 2, 2011

Name of Contributor(s): <b>DR. JESUS VACA</b> Date of Meeting: <b>OCTOBER 7, 2015</b>
Study Session Closed Session A. Preliminary B. Hearing C. Consent Agenda D. Action Items E. Reports/Discussion Items (no action) F. Board Policies 1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading X
INTEGRATED PEST MANAGEMENT: AR 3514.2 – REVISION (VACA)
The administration is requesting to update AR 3514.2 to reflect new law (SB 1405, 2014) which:
1. Requires certain persons to complete a Department of Pesticide Regulation (DPR) approved training course beginning July 1, 2016;
2. Expands the content of the annual notification to include the Internet address where the school's IPM plan is posted, if applicable, and the opportunity to view the IPM plan in the school office; and
3. Requires reporting to the DPR whenever the pesticide use is not otherwise reported by the pest control operator to county officials.
FISCAL IMPACT: None.
<b>RECOMMENDATION:</b> It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt revised Board Policy AR 3514.2, as presented.
ADDITIONAL MATERIAL(S): AR 3514.2 (4 pages)

# Oxnard SD | AR 3514.2 Business and Noninstructional Operations

## **Integrated Pest Management**

#### Definition

Integrated Pest Management (IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. Pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment are used only after careful monitoring indicates they are needed according to preestablished guidelines and treatment thresholds. (Food and Agricultural Code 13181)

#### **Procedures**

The Superintendent or designee may designate a staff person to develop, implement, and coordinate an IPM program that incorporates effective, least toxic pest management practices. The district's program shall include the following elements:

- 1. Carefully monitoring and identifying the pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.
- 2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazard that would indicate corrective action should be taken.
- 3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
- 4. Considering a full range of possible alternative treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for use of chemical control agents.
- 5. Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazard to people and the environment.
- 6. Ensuring that persons applying pesticides follow label precautions and are trained in the principles and practices of IPM.

(cf. 4231 - Staff Development)

7. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and label directions registered with the U.S. Environmental Protection Agency (EPA) as well as any disposal requirements indicated on the product label.

(cf. <u>3514.1</u> - Hazardous Substances)

8. Beginning July 1, 2016, the IPM coordinator and any employee or contractor who intends to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)

#### **Prohibited Pesticides**

The IPM Coordinator shall not use a pesticide on a school site if that pesticide has been granted a conditional or interim registration or an experimental use permit by the California Department of Pesticide Regulation (DPR) or if the pesticide is subject to an experimental registration issued by the EPA and either of the following conditions exists: (Education Code 17610.1)

- 1. The pesticide contains a new active ingredient.
- 2. The pesticide is for new use.

In addition, the IPM Coordinator shall not use a pesticide on a school site if DPR cancels or suspends registration or requires that the pesticide be phased out from use. (Education Code <u>17610.1</u>)

#### **Notifications**

The IPM Coordinator shall annually notify staff and parents/guardians of students enrolled at a school site, in writing, regarding pesticide products expected to be applied at the school facility in the upcoming year. The notification shall include at least the following: (Education Code <u>17612</u>)

- 1. The Internet address (<a href="http://www.schoolipm.info">http://www.schoolipm.info</a>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code <a href="https://www.schoolipm.info">13184</a>.
- 2. The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it.
- 3. If the school has posted its IPM plan, the Internet address where the plan may be found
- 4. The opportunity to view a copy of the IPM plan in the school office
- 5. An opportunity for interested persons to register to receive notification of individual pesticide application at the school site. The IPM Coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application.
- 6. Other information deemed necessary by the Superintendent or IPM Coordinator.
- (cf. 1312.4 Williams Uniform Complaint Procedures)
- (cf. 3517 Facilities Inspection)
- (cf. <u>4112.9/4212.9/4312.9</u> Employee Notifications)
- (cf. 5145.6 Parental Notifications)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM Coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

Whenever the IPM Coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code <u>17612</u>)

(cf. <u>3514</u> - Environmental Safety)

Posting of Warning Signs

The IPM Coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The sign shall be posted at least 24 hours prior to the application and until 72 hours after the application. The warning sign shall display the following information: (Education Code <u>17612</u>)

- 1. The term "Warning/Pesticide Treated Area"
- 2. The product name, manufacturer's name, and the EPA's product registration number
- 3. Intended areas and dates of application
- 4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code <u>17609</u>, <u>17612</u>)

#### Records

At the end of each calendar year, the IPM coordinator shall submit to the DPR, on a form provided by the DPR, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. Such records may be maintained by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Legal Reference:

# **EDUCATION CODE** 17366 Legislative intent (fitness of buildings for occupancy) <u>17608</u>-<u>17614</u> Healthy Schools Act of 2000 48980 Notice at beginning of term 48980.3 Notification of pesticides FOOD AND AGRICULTURAL CODE 11401-12408 Pest control operations and agricultural chemicals 13180-13188 Healthy Schools Act of 2000 **GOVERNMENT CODE** 3543.2 Scope of representation; right to negotiate safety conditions 6250-6270 California Public Records Act CODE OF REGULATIONS, TITLE 8 340-340.2 Employer's obligation to provide safety information UNITED STATES CODE, TITLE 7 136-136y Insecticide, Fungicide and Rodentcide Act Management Resources: U.S. ENVIRONMENTAL PROTECTION AGENCY Pest Control in the School Environment: Adopting Integrated Pest Management, 1993 WEB SITES California Department of Education: http://www.cde.ca.gov California Department of Pesticide Regulation, School IPM: http://schoolipm.info U.S. Environmental Protection Agency, Integrated Pest Management at Schools: http://www.epa.gov/pesticides/ipm

Oxnard, California

Regulation OXNARD SCHOOL DISTRICT

approved: \_\_\_\_\_

#### **BOARD AGENDA ITEM**

Name of Contributor(s):	DR. JESUS VACA	Date of Meeting:	<b>OCTOBER 7, 2015</b>
Study Session			
Closed Session			
A. Preliminary			
B. Hearing			
C. Consent Agenda			
D. Action Items			
E. Reports/Discussion	Items (no action)	_	
F. Board Policies 1st R	eading 2 <sup>nd</sup> Re	eading X	
EMPLOYEE NOTIFIC	CATIONS: AR 4112.9	), AR 4212.9, & AF	R 4312.9 – REVISION

The administration is requesting to update AR 4112.9, AR 4212.9, & AR 4312.9 to reflect new law (SB 1266, 2014) requiring:

- 1. Notice to request volunteers to receive training to administer epinephrine auto-injector and notice of defense against liability for administering epinephrine auto-injector;
- 2. Notice requesting volunteers to receive training to administer emergency antiseizure medication;
- 3. Notice of the amount of sick leave available to the employee;
- 4. Notice to employee when Department of Justice notification is the reason for an adverse employment action; and
- 5. Updated notices related to suspension or dismissal of certificated employees.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt revised Board Policy AR 4112.9/4212.9/4312.9, as presented.

#### **ADDITIONAL MATERIAL(S):**

AR 4112.9/4212.9/4312.9 (4 pages)

#### Oxnard SD | AR 4112.9 /4212.9 / 4312.9 Personnel

#### **Employee Notifications**

The district shall provide employees with the following notifications and shall obtain signed acknowledgments that the notifications were received when so required by law or by district policy or regulations.

Acknowledgments Required by Law

1. Legal obligation to report known or suspected instances of child abuse

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Oath or affirmation of allegiance required of public employees

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

3. The classified employee's class specification, salary data, assignment or work location, duty hours and prescribed workweek

(cf. 4212 - Appointment and Conditions of Employment)

4. Information about certificated employee membership in the State Teachers' Retirement System

Acknowledgments Not Required by Law

1. Prohibition of sexual harassment

(cf. <u>4119.11/4219.11/4319.11</u> - Sexual Harassment)

2. The certificated employee's employment status and salary

(cf. <u>4112.1</u> - Contracts)

3. Notice of layoff

(cf. 4117.3 - Human Resources Reduction)

(cf. 4217.3 - Layoff/Rehire)

4. Derogatory information to be placed in Human Resources file

(cf. 4112.6/4212.6/4312.6 - Human Resources Files)

5. Copy of Department of Justice Notice, if DOJ notice results in adverse employment action

(cf. 4112.5 – Criminal Record Check)

#### 6. Amount of available sick leave

- 7. Exhaustion of classified employee's paid leave
- (cf. 4261.1 Personal Illness/Injury Leave)
- (cf. 4261.11 Industrial Accident/Illness Leave)
- 8. Notice of charges related to disciplinary action
- (cf. 4218 Dismissal/Suspension/Disciplinary Action)
- 9. Notice of intention to dismiss
- (cf. 4118 Suspension/Disciplinary Action)
- (cf. <u>4218</u> Dismissal/Suspension/Disciplinary Action)
- 10. Notice of deficiency and opportunity to correct: to certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year.
- (cf. 4118 Suspension/Disciplinary Action)
- 11. Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice.
- (cf. 4118 Suspension/Disciplinary Action)
- 12. Acceptable Use Agreement
- 13. Employee Code of Conduct
- 14. Request for volunteers to be trained to administer epinephrine auto-injectors
- (cf. 5141.21 Administering Medication and Monitoring Health Conditions)
- 15. Notice of defense against liability for administering epinephrine auto-injector
- (cf. 5141.21 Administering Medication and Monitoring Health Conditions)
- 16. Request for volunteers to administer emergency antiseizure medication; training to be provided
- (cf. 5141.21 Administering Medication and Monitoring Health Conditions)

Legal Reference:

#### EDUCATION CODE

231.5 Sexual harassment policy
22455.5 STRS information to potential members
22515 Irrevocable election to join STRS
44031 Human Resources file contents, inspection
44663 Evaluation and assessment; copy to certificated employee
44916 Written statement of employment status
44940.5-44941 Notification of suspension and intent to dismiss
44949 Cause, notice and right to hearing
44951 Continuation in position unless notified
44955 Reduction in number of employees
45113 Notification of charges
45117 Notice of layoff
45169 Employee salary data
45192 Industrial and accident leave
45195 Additional leave
49414 Epinephrine Auto-Injectors
49414.7 Emergency medical assistance: administration of epilepsy medication
49079 Notification to teacher
GOVERNMENT CODE
3100-3109 Oath or affirmation of allegiance
8355 Certification of drug-free workplace, including notification
LABOR CODE
246 Paid sick leave

## PENAL CODE

11105, 11105.2 Criminal history information
11166.5 Employment; statement of knowledge of duty to report
UNEMPLOYMENT INSURANCE CODE
2613 Notice of rights and benefits
CODE OF REGULATIONS, TITLE 5
80026.1 Information to applicants
CODE OF REGULATIONS, TITLE 8
5193 California bloodborne pathogens standard
CODE OF FEDERAL REGULATIONS, TITLE 49
382.601 Controlled substance and alcohol use and testing notifications

Oxnard, California

Regulation OXNARD SCHOOL DISTRICT

approved: \_\_\_\_\_

# **BOARD AGENDA ITEM**

Name of Contributor(s): <b>DR. JESUS VACA</b> Date of Meeting: <b>OCTOBER 7, 2015</b>
Study Session Closed Session A. Preliminary B. Hearing C. Consent Agenda D. Action Items E. Reports/Discussion Items (no action) F. Board Policies 1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading X
NEGOTIATIONS/CONSULTATION: BP 4143/4243 – REVISION (VACA)
The administration is requesting to update BP 4143/4243 to reflect new law (SB 1405, 2014) which:
1. Requires reasonable written notice to the exclusive employee representative whenever the district intends to make any changes in matters within the scope of negotiations;
2. Clarifies related meetings that may be held in closed session; and
3. Adds language on providing released time for a reasonable number of employee representatives for meeting and negotiating and for the processing of grievances.
FISCAL IMPACT: None.
<b>RECOMMENDATION:</b> It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt revised Board Policy BP 4143/4243, as presented.

**ADDITIONAL MATERIAL(S):** 

BP 4143/4243 (3 pages)

#### Oxnard SD | BP 4143 / 4243 Personnel

#### **Negotiations/Consultation**

The Board of Trustees recognizes its responsibility to represent the public's interests in the collective bargaining process. In negotiating agreements on employee contracts, the Board shall balance the needs of staff and the priorities of the district in order to provide students with a high-quality instructional program based on a sound, realistic budget.

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(cf. 0200 - Goals for the School District)
(cf. 3100 - Budget)
(cf. 4140/4240 - Bargaining Units)
(cf. 4141/4241 - Collective Bargaining Agreement)
```

The Board shall negotiate in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being within the scope of representation. (Government Code <u>3543.2</u>)

When the district intends to make any change to matters within the scope of representation, it shall give reasonable written notice of its intent to the exclusive representative for the purpose of providing the exclusive representative a reasonable amount of time to negotiate with the district regarding the proposed changes. (Government Code 3543.2)

A reasonable number of representatives of the employee organization shall have the right to receive reasonable periods of released time without loss of district compensation when meeting and negotiating and/or for the processing of grievances. (Government Code 3543.1)

The Board believes that effective negotiations require the input of all levels of the administration. The Superintendent shall establish a bargaining team to assist in analyzing contract provisions and conducting contract negotiations.

The Board and Superintendent shall provide its negotiator(s) with expected outcomes and clear parameters for acceptable contract provisions which promote the realization of district goals and priorities.

In consultation with the Superintendent and employee organization, the Board may determine the collective bargaining approach or method to be used.

The Board with its bargaining team may establish standards of conduct pertaining to the negotiations process for individual Board members and members of the bargaining team. Certain meetings related to negotiations shall be held in closed session in accordance with Government Code 3549.1 and 54957.6 when not required by state open meeting laws (the Brown Act) to be held in public. Matters discussed in these meetings shall be kept in strict confidence.

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(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
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(cf. 9010 - Public Statements)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. <u>9321</u> - Closed Session Purposes and Agendas)

The Board and its negotiator(s) shall not knowingly provide the employee organization with inaccurate information regarding the financial resources of the district. (Government Code 3543.5)

The Board shall closely monitor the progress of negotiations and carefully consider how proposed contract provisions would affect the district's short- and long-term fiscal, programmatic, instructional, and Human Resources goals.

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(cf. <u>3100</u> - Budget)
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The Board and/or Superintendent shall keep the public informed about the progress of negotiations and the ways in which negotiations may affect district goals, unless otherwise agreed upon by the district and exclusive representative.

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(cf. 4143.1/4243.1 - Public Notice - Human Resources Negotiations)
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Whenever the district has a qualified or negative certification on an interim fiscal report, it shall allow the county office of education at least 10 working days to review and comment on any proposed agreement with exclusive representatives of employees. The district shall provide the County Superintendent of Schools with all information relevant to gain an understanding of the financial impact of any final collective bargaining agreement. (Government Code <u>3540.2</u>)

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(cf. 3460 - Financial Reports and Accountability)
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Once the final terms of the agreement have been ratified by the membership of the employee organization, the contract shall be presented to the Board at a public meeting for acceptance.

Any agreement adopted by the Board may be for a term not to exceed three years. (Government Code  $\underline{3540.1}$ )

In the event of an impasse in negotiations, the Board shall participate in good faith in state mediation and fact-finding procedures pursuant to Government Code 3548-3548.8. (Government Code 3543.5)

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(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)
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Following adoption of the collective bargaining agreement, any subsequent amendments shall be executed in writing by the Board and the employees' exclusive representative.

Legal Reference:

**GOVERNMENT CODE** 

3540-3549.3 Educational Employment Relations Act
Management Resources:
CSBA PUBLICATIONS
Collective Bargaining DVD-ROM
Maximizing School Board Governance: Collective Bargaining
Before the Strike: Planning Ahead in Difficult Negotiations, 1996
WEB SITES
CSBA: <a href="http://www.csba.org">http://www.csba.org</a>
California Public Employee Relations: <a href="http://cper.berkeley.edu">http://cper.berkeley.edu</a>
Center for Collaborative Solutions: <a href="http://www.ccscenter.org">http://www.ccscenter.org</a>
Public Employment Relations Board: <a href="http://www.perb.ca.gov">http://www.perb.ca.gov</a>
State Mediation and Conciliation Service (SMCS): <a href="http://www.dir.ca.gov/csmcs/smcs.html">http://www.dir.ca.gov/csmcs/smcs.html</a>
Policy OXNARD SCHOOL DISTRICT
adopted: Oxnard, California



# 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 <u>WEDNESDAY</u> 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	
	26	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)	
December	9	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 Revised: 05-20-15 Board Approved: 12-10-14

Mission: "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities."