

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Debra M. Cordes, President
Mrs. Veronica Robles-Solis, Clerk
Ms. Monica Madrigal Lopez, Member
Ms. Jarely Lopez, Member
Ms. Katalina Martinez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Ms. Janet Penanhoat
Interim Assistant Superintendent,
Business & Fiscal Services
Dr. Victor M. Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA

REGULAR BOARD MEETING Wednesday, January 20, 2021

5:00 PM - Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER - VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:
Please click this URL to join. <https://zoom.oxnardsd.org>

Or join by phone:
Dial (for higher quality, dial a number based on your current location)
US: +1 669 900 6833
Webinar ID: 874 7729 8308

***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.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

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

January 20, 2021

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

A.2. Pledge of Allegiance to the Flag

Mr. Tyler Higa, Principal, Curren School, will introduce Jonathan Perez, Kinder student in Mrs. Piszczek's and Mrs. Ambriz's class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Robert Jaykob Herrera, 5th grade student in Mrs. Chavez's class and in Spanish by Ixchelt Berenice Saldivar Manzo, 8th grade student at Curren School.

A.4. Presentation by Curren School

Mr. Tyler Higa, Principal, Curren School, will provide a short presentation to the Board regarding Curren. Tokens of appreciation will be forwarded via U.S. Mail to the Curren students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

A.6. Study Session - Dual Language Immersion Program (DeGenna/Fox)

The Director, Curriculum & Instruction TK-8, will share a presentation on the overview of the Dual Language Immersion Program.

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

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar. Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

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

- Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - I.H. vs. Oxnard School District, Case number: 2:19-cv-01997-MWF-MRW

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release/Reassignment
- Public Employee Appointment/Recommendation

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

A.10. Report Out of Closed Session

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

A.11. Election of 2016, Series C GO Bonds Wrap Up Presentation (Aguilera-Fort/Penanhoat/CFW)

The Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, will provide a presentation regarding the Election of 2016, Series C GO Bonds Wrap Up.

A.12. Introduction of Newly Appointed Oxnard School District Administrators (Dr. Aguilera-Fort)

Introduction of Newly Appointed Oxnard School District Administrators:

- Ms. Jessica Alcantar, Manager, Enrollment Center
- Ms. Jessica Glass, Assistant Principal, K-8
- Ms. Teresa Ruvalcaba, Manager, Equity, Family & Community Engagement

Section B: PUBLIC COMMENT/HEARINGS

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

Instructions on how to comment on Zoom via web or phone are available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

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

Las instrucciones para comentar en Zoom vía video conferencia o por teléfono están disponibles en:

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

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

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

C.1. Acceptance of Gifts (Aguilera-Fort)

The US Marines located at Naval Base, Ventura County, presented a donation of approximately 1,280 books and several toys for Oxnard School District families. The approximate value of the donation is \$10,000-\$15,000. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from U.S. Marines, Naval Base, Ventura County.

C.2. Approval and Adoption of the December 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees accepts and adopts the December 2020 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and that the Board directs staff and CFW to proceed with adjustments to the program for immediate implementation.

C.3. Enrollment Report (Penanhoat)

District enrollment as of December 18, 2020 was 15,118. This is 594 less than the same time last year.

C.4. Purchase Order/Draft Payment Report #20-04 (Penanhoat/Franz)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #20-04 as submitted.

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

C.5. Approval of the 2020-21 Quarterly Report on Williams Uniform Complaints, Second Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2020-21 Quarterly Report on Williams Uniform Complaint, Second quarter, as presented.

C.6. Liability Claim: GHC0032239 (Torres/Magana)

It is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject George Hills Claim No. GHC0032239, as per the advice of the Joint Power Authorities (JPA).

C.7. Establish/Abolish/Increase/Reduce Hours of Position (Lin/Torres)

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

C.8. Personnel Actions (Torres/Lin)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.9. Approval of Agreement #20-119, Nigro & Nigro, PC – District Audit Services for Fiscal Years 2020-21 through 2022-23 (Penanhoat/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees approve Agreement #20-119 with Nigro & Nigro, PC, for audit services for fiscal years 2020-21, 2021-22 and 2022-23, for a three (3) year total of not to exceed \$172,500.00, to be paid from the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.10. Ratification of Agreement/MOU #20-79 – Ventura County Office of Education (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-79 with the Ventura County Office of Education, to reimburse the Oxnard School District for all supplementary services provided to eligible migrant students and/or eligible parents/guardians eligible to receive services for the period of July 1, 2020 through June 30, 2021.

C.11. Ratification of Agreement/MOU #20-121, County of Ventura (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-121 with the County of Ventura, to conduct “Mothers and Daughters” teen pregnancy prevention workshops for families in Oxnard School District for the period of July 1, 2020 through June 30, 2021, at no cost to the District.

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

C.12. Ratification of Agreement #20-122 – Inclusive Education & Community Partnership (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-122 with Inclusive Education & Community Partnership, for behavior support services and 1 to 1 behavioral therapist services to the Special Education Services Department during the 2020-2021 academic school year, in the amount not to exceed \$60,000.00, to be paid from Special Education Funds.

C.13. Ratification of Agreement #20-123 – Casa Pacifica School (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-123 with Casa Pacifica School, NPS, for Non-Public School (NPS) services for Student AC031407, for the 2020-2021 school year, including Extended School Year, in the amount of \$30,336.00 to be paid out of Special Education Funds.

C.14. Ratification of Agreement #20-124, Ventura County Public Health (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-124 with Ventura County Public Health, for free nutrition education and health promotion services for children and families at various Oxnard School District sites, October 16, 2020 through June 30, 2021.

Section D: ACTION ITEMS

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

D.1. Presentation of Construction Documents for McAuliffe Elementary School Modernization Project and Acceptance to Submit Construction Documents to Division of State Architect (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent for Business and Fiscal Services, and Director of Facilities in consultation with Caldwell Flores Winters, that the Board of Trustees accept construction plans for the McAuliffe Elementary School Modernization Project for submission to the Division of State Architect for review and approval.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

D.2. Presentation of Construction Documents for Ritchen Elementary School Modernization Project and Acceptance to Submit Construction Documents to Division of State Architect (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent for Business and Fiscal Services, and Director of Facilities in consultation with Caldwell Flores Winters, that the Board of Trustees accept construction plans for the Ritchen Elementary School Modernization Project for submission to the Division of State Architect for review and approval.

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

D.3. Approval of a Variable Term Service Waiver in Special Education for the 2020-21 School Year for Yadira Alferes (Torres)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Special Education for Yadira Alferes, to serve as an Itinerant, K-6, RSP teacher for the 2020-21 school year, beginning January 19, 2021, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

D.4. Approval of a Provisional Internship Permit (PIP) Authorization in Special Education for Kristen Vasquez for the 2020-21 School Year (Torres)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Provisional Internship Permit Authorization for Kristen Vasquez to serve as a Special Education M/M RSP teacher, K-8, at Marshall Elementary for the remainder of the 2020-21 school year, beginning January 19, 2021, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

Section F: BOARD POLICIES

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

F.1. Second Reading - Revisions to BP 3280 - Sale or Lease of District-Owned Real Property (Penanhoat)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the revisions to BP 3280 as presented.

Board Discussion:

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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

F.2. Second Reading - Revisions to BB 9270 - Conflict of Interest (Penanhoat/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the revisions to BB 9270 as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:
Seconded:
Vote:

Time Adjourned _____

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, Robles-Solis ____, Cordes ____

Karling Aguilera-Fort, Ed. D.
District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, January 15, 2021.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 20, 2021

Agenda Section: Section A: Study Session

Study Session - Dual Language Immersion Program (DeGenna/Fox)

Dr. Aracely Fox will share a presentation on the overview of the Dual Language Immersion Program. Data goals and program highlights will be shared.

FISCAL IMPACT:

None

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Board Presentation-Dual Language Education 1-20-21.pdf](#)



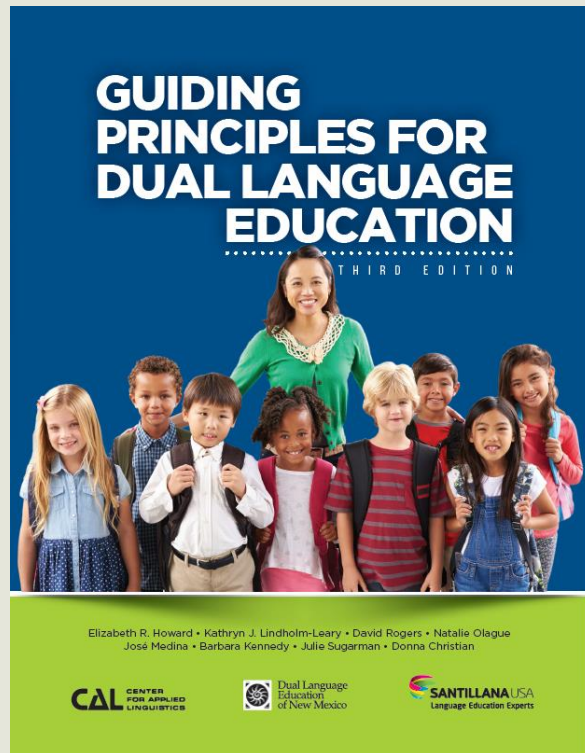
Curriculum and Instruction Biliteracy Presentation

January 20, 2021

Board/Superintendent/District Goals

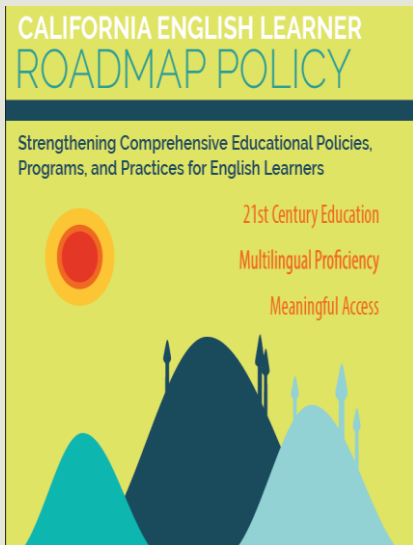
- All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.
- Increase EL growth & reclassification rate by at least 5%.
- Students in biliteracy will demonstrate language proficiency in Spanish and English.

Biliteracy Goals



- ❖ Bilingualism
- ❖ Biliteracy
- ❖ Socio-Cultural Competence

California EL Roadmap Policy



This policy is intended to provide guidance to local educational agencies (LEAs) on welcoming, understanding, and educating the diverse population of students who are English learners attending California public schools (CDE, 2020).

- **Principle 1:** Assets-Oriented And Needs Responsive Schools
- **Principle 2:** Intellectual Quality of Instruction and Meaningful Access
- **Principle 3:** System Conditions that Support Effectiveness
- **Principle 4:** Alignment and Articulation Within and Across Systems

Students Enrolled in DLI-Biliteracy

Grade Level	Students Enrolled in DLI as of 11/24/2020	EL Students	RFEP Students	% of Students EL/RFEP
Kindergarten	864	628	0	73%
First Grade	915	711	0	78%
Second Grade	858	698	0	81%
Third Grade	337	296	4	89%
Fourth Grade	318	242	42	89%
Fifth Grade	313	148	109	82%
Sixth Grade	286	114	109	78%
Seventh Grade	126	29	60	71%
Eighth Grade	111	12	66	70%

Stages of Implementation

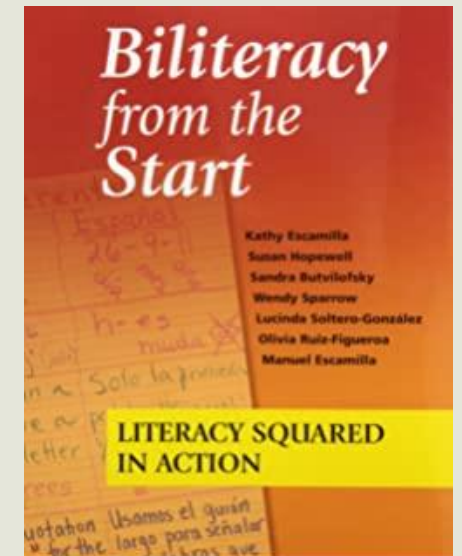
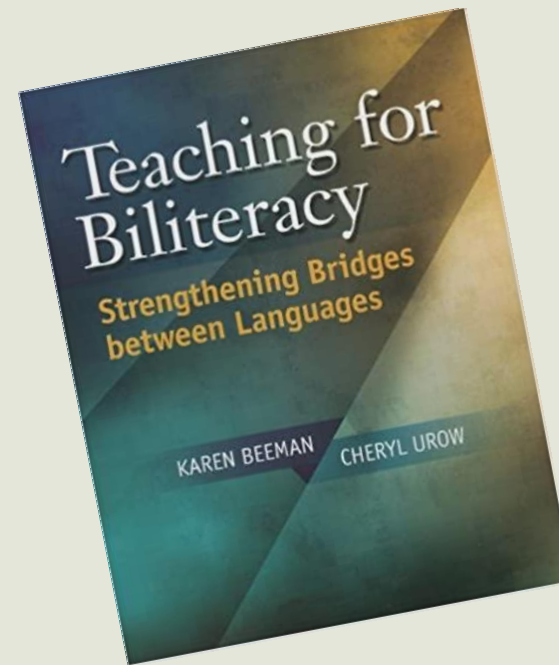
Schools	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th
Elm	50/50	50/50	50/50	60/40 *	50/50 *	50/50 *			
Harrington	50/50	50/50	50/50	^	^	^			
McKinna	50/50	50/50	50/50	^	^	^			
Ramona	50/50	50/50	50/50	^	^	^			
Soria	80/20	80/20	70/30	60/40 *	50/50 *	50/50 *	2 Periods *	1 Period *	1 Period *
Curren	50/50	50/50	50/50	60/40 *	50/50 *	50/50 *	2 Periods *	1 Period *	1 Period *
Chavez	50/50	50/50	50/50	60/40 *	50/50 *	50/50 *	2 Periods *	^	^
Driffill	50/50	50/50	50/50	60/40 *	50/50 *	50/50 *	2 Periods *	^	^
Kamala	50/50	50/50	50/50	60/40 *	50/50 *	50/50 *	2 Periods *	^	^
Lemonwood	50/50	50/50	70/30*	60/40 *	50/50 *	50/50 *	2 Periods *	^	^
López							2 Periods *	1 Period *	^

*Strand

^ Pending Full Roll-Out

Essential Components of Biliteracy Instruction

- ✓ Develop Oracy
- ✓ Language Scaffolding
- ✓ Separation of Language
 - Space
 - Time
- ✓ Balanced Literacy
 - Reading
 - Writing
 - Word Study/Foundational Skills



Language Allocation



OXNARD SCHOOL DISTRICT

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Dual Language Programs

50/50 Model



Kindergarten 50/50	First Grade 50/50	Second Grade 50/50	Third Grade 50/50	Fourth Grade 50/50	Fourth/Fifth Grade 50/50	Fifth Grade 50/50	Sixth Grade 40/60	Seventh Grade 20/80	Eighth Grade 20/80
Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish
SLA/SLD	SLA/SLD	SLA/SLD	SLA/SLD	SLA/SLD	SLA	SLA	Spanish Lit.	Spanish Lit & Comp	Spanish Lit & Comp
Social Studies	Science	Social Studies	Science	Social Studies	Science	Science	Social Studies		
Math Corner	Math Corner	Math Corner	Math Corner	Math Corner	Math Corner	Math Corner			
(minutes=133.5)	(minutes=142.5)	(minutes=142.5)	(minutes=142.5)	(minutes=145)	(minutes=145)	(minutes=145)	(2 periods)	(1 period)	(1 period)
PE = 10 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE=1 period	PE=1 period	PE= 1 period
English	English	English	English	English	English	English	English	English	English
ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA
Math	Math	Math	Math	Math	Math	Math	Math	Math	Math
Science	Social Studies	Science	Social Studies	Science	Social Studies	Social Studies	Science	Social Studies	Social Studies
(minutes=133.5)	(minutes=142.5)	(minutes=142.5)	(minutes=142.5)	(minutes=145)	(minutes=145)	(minutes=145)	(3 periods)	Science (4 periods)	Science (4 periods)



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Dual Language Programs

80/20 Model



Kindergarten 80/20	First Grade 80/20	Second Grade 70/30	Third Grade 60/40	Fourth Grade 50/50	Fourth/Fifth Grade 50/50	Fifth Grade 50/50	Sixth Grade 40/60	Seventh Grade 20/80	Eighth Grade 20/80
Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish
SLA	SLA	SLA	SLA	SLA	SLA	SLA	Spanish Lit.	Spanish Lit & Comp	Spanish Lit & Comp
Math	Math	Math	Science	Social Studies	Science	Science	Social Studies		
Social Studies	Social Studies	Social Studies	Social Studies	Math Corner	Math Corner	Math Corner			
Science	Science		Math Corner						
(minutes=214)	(minutes=228)	(minutes=200)	(minutes=171)	(minutes=145)	(minutes=145)	(minutes=145)	(2 periods)	(1 period)	(1 period)
PE = 10 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE=1 period	PE=1 period	PE= 1 period
English	English	English	English	English	English	English	English	English	English
ELD/ELA	ELD /ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA
Math Corner	Math Corner	Science	Math	Math	Math	Math	Math	Math	Math
		Math Corner		Science	Social Studies	Social Studies	Science	Social Studies	Social Studies
(minutes=53)	(minutes=57)	(minutes=85)	(minute=114)	(minutes=145)	(minutes=145)	(minutes=145)	(3 periods)	Science (4 periods)	Science (4 periods)

Biliteracy Instruction During Distance/Hybrid Learning

**Distance Learning Schedule
DLI
Grades 1-3
English Homeroom**

Period/Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 – 9:00	Protected Teacher Planning	Protected Teacher Planning	Protected Teacher Planning	Protected Teacher Planning	Protected Teacher Planning
9:00 – 9:30 Synchronous 30 minutes	ELA/ELD Math	ELA/ELD Math	9:00-10:00 Check-In English Teacher	ELA/ELD Math	ELA/ELD Math
9:30 – 9:50 Asynchronous 20 minutes	Small group instruction as needed	Small group instruction as needed		Small group instruction as needed	Small group instruction as needed
9:50 – 10:00 Break	Break	Break		Break	Break
10:00 – 10:30 Synchronous 30 minutes	SLA/SLD	SLA/SLD	10:00-11:00 Check-In Spanish Teacher	SLA/SLD	SLA/SLD
10:30 – 10:50 Asynchronous 20 minutes	Small Group support as needed	Small Group support as needed		Small Group support as needed	Small Group support as needed
10:50-11:00 Break	Break	Break		Break	Break
11:00 – 11:25 Asynchronous 25 minutes	Science or Social Studies	Science or Social Studies	11:00-12:20 Collaboration	Science or Social Studies	Science or Social Studies
11:25-11:35 Asynchronous 10 minutes	PE	PE		PE	PE
11:35 – 12:00 Asynchronous 25 minutes	Science or Social Studies	Science or Social Studies		Science or Social Studies	Science or Social Studies
12:00-12:20 Independent 20 Minutes	ST Math	ST Math		ST Math	ST Math
12:20-1:00 Lunch	Lunch	Lunch		Lunch	Lunch
1:00 – 1:25 Independent Work 25 Minutes	Lexia AR-English MyOn	Lexia AR-English MyOn	1:00-2:00 Planning and Collaboration	Lexia AR-English MyOn	Lexia AR-English MyOn
1:25-1:50 Independent Work 25 Minutes	AR-Spanish Videos MyOn	AR-Spanish Videos MyOn		AR-Spanish Videos MyOn	AR-Spanish Videos MyOn
2:00-3:00	Office Hour				
3:00-4:00	Planning and Collaboration	Planning and Collaboration	Staff Meeting	Planning and Collaboration	Planning and Collaboration

**Distance Learning Schedule
DLI
Grades 1-3
Spanish Homeroom**

Period/Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 – 9:00	Protected Teacher Planning	Protected Teacher Planning	Protected Teacher Planning	Protected Teacher Planning	Protected Teacher Planning
9:00 – 9:30 Synchronous 30 minutes	SLA/SLD	SLA/SLD	9:00-10:00 Check-In Spanish Teacher	SLA/SLD	SLA/SLD
9:30 – 9:50 Asynchronous 20 minutes	Small Group support as needed	Small Group support as needed		Small Group support as needed	Small Group support as needed
9:50 – 10:00 Break	Break	Break		Break	Break
10:00 – 10:30 Synchronous 30 minutes	ELA/ELD Math	ELA/ELD Math	10:00-11:00 Check-In English Teacher	ELA/ELD Math	ELA/ELD Math
10:30 – 10:50 Asynchronous 20 minutes	Small group instruction as needed	Small group instruction as needed		Small group instruction as needed	Small group instruction as needed
10:50-11:00 Break	Break	Break		Break	Break
11:00 – 11:25 Asynchronous 25 minutes	Science or Social Studies	Science or Social Studies	11:00-12:20 Collaboration	Science or Social Studies	Science or Social Studies
11:25-11:35 Asynchronous 10 minutes	PE	PE		PE	PE
11:30 – 12:00 Asynchronous 25 minutes	Science or Social Studies	Science or Social Studies		Science or Social Studies	Science or Social Studies
12:00-12:20 Independent 20 Minutes	ST Math	ST Math		ST Math	ST Math
12:20-1:00 Lunch	Lunch	Lunch		Lunch	Lunch
1:00 – 1:25 Independent Work 25 Minutes	Lexia AR-English MyOn	Lexia AR-English MyOn	1:00-2:00 Planning and Collaboration	Lexia AR-English MyOn	Lexia AR-English MyOn
1:25-1:50 Independent Work 25 Minutes	AR-Spanish Videos MyOn	AR-Spanish Videos MyOn		AR-Spanish Videos MyOn	AR-Spanish Videos MyOn
2:00-3:00	Office Hour				
3:00-4:00	Planning and Collaboration	Planning and Collaboration	Staff Meeting	Planning and Collaboration	Planning and Collaboration

**Distance Learning Schedule
DLI
80/20 First Grade**

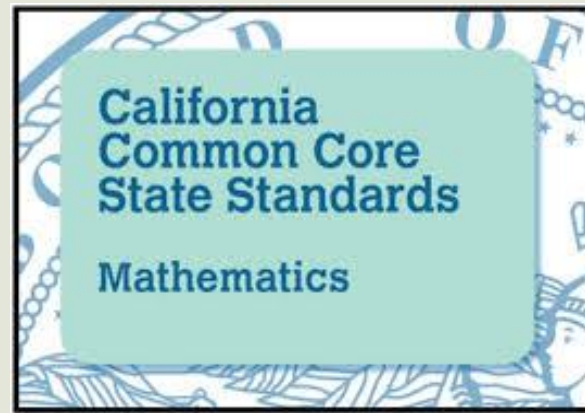
Period/Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 – 9:00	Protected Teacher Planning	Protected Teacher Planning	Protected Teacher Planning	Protected Teacher Planning	Protected Teacher Planning
9:00 – 9:40 Synchronous 40 minutes	SLA/SLD Math	SLA/SLD Math	9:00-10:00 Check-in with teacher	SLA/SLD Math	SLA/SLD Math
9:40 – 9:50 Asynchronous 10 minutes	Small Group support as needed	Small Group support as needed		Small Group support as needed	Small Group support as needed
9:50-10:00 Break	Break	Break		Break	Break
10:00 – 10:10 Asynchronous 10 minutes	Small Group support as needed	Small Group support as needed	10:00-11:00 Check-in with teacher	Small Group support as needed	Small Group support as needed
10:10 – 10:30 Synchronous 20 minutes	ELA/ELD	ELA/ELD		ELA/ELD	ELA/ELD
10:30 – 10:40 Asynchronous 10 minutes	Small group instruction as needed	Small group instruction as needed		Small group instruction as needed	Small group instruction as needed
10:40-10:50 Independent 10 Minutes	ST Math	ST Math		ST Math	ST Math
10:50-11:00 Break	Break	Break		Break	Break
11:00-11:10 Independent 10 Minutes	Lexia AR-English MyOn	Lexia AR-English MyOn	11:00-12:20 Teacher Planning and Collaboration	Lexia AR-English MyOn	Lexia AR-English MyOn
11:00 – 11:30 Asynchronous 30 minutes	Science	Science		Science	Science
11:30 – 11:40 Asynchronous 10 minutes	PE	PE		PE	PE
11:40-12:20 Asynchronous 30 minutes	Social Studies	Social Studies		Social Studies	Social Studies
12:20-1:00 Lunch	Lunch	Lunch		Lunch	Lunch
1:00 – 1:50 Independent Work 50 Minutes	AR-Spanish Videos MyOn	AR-Spanish Videos MyOn	1:00-2:00 Teacher Planning and Collaboration	AR-Spanish Videos MyOn	AR-Spanish Videos MyOn
2:00-3:00	Office Hour				
3:00-4:00	Teacher Planning and Collaboration	Teacher Planning and Collaboration	Staff Meeting	Teacher Planning and Collaboration	Teacher Planning and Collaboration

Biliteracy Instruction During Distance/Hybrid Learning

	What might it look like? In-Person	What might it look like? Synchronous	What might it look like? Asynchronous
Develop Oracy (Developing receptive and productive oral language)	<p>Students are participating in Total Physical Response (TPR) activities.</p> <p>Students make sense of images through concept attainment.</p> <p>Students refer to pictures to assist their development of oracy.</p> <p>Students have access to realia to develop their background knowledge.</p> <p>Students refer to sentence prompts to guide their oral responses.</p>	<p>Students respond to a teacher provided prompt with the goal of producing previously taught academic language.</p> <p>Students have targeted academic conversations in small groups (break-out rooms) or whole group.</p> <p>Students present information to their class or to a small group.</p> <p>Through the use of slides, students practice concept attainment to develop oracy.</p> <p>Students or group of students are demonstrating how to complete an activity through a fishbowl activity.</p> <p>Students refer to pictures to assist their development of oracy.</p> <p>Students use sentence prompts to guide their oral responses.</p>	<p>Students create a video presentation in which the focus is to produce academic language.</p> <p>Students watch a video with the objective of acquiring academic language or reviewing previously taught language.</p> <p>Students review previously taught vocabulary by watching a recorded lesson that has been taught during in-person and/or synchronous time.</p> <p>Students record themselves speaking about a topic connected to content instruction.</p> <p>Students watch teacher developed GIFs/videos to develop oracy through the use of Total Physical Response (TPR)</p>
Balanced Literacy <ul style="list-style-type: none"> • Reading • Writing • Word Study (foundational skills) 	<p>Reading Students listen to read alouds that connect with content.</p> <p>Students are provided with mentor texts that model the target writing.</p>	<p>Reading Students participate in scavenger hunts during read alouds.</p> <p>With guidance from the teachers, students manipulate words from a</p>	<p>Reading Students act out scenes based on a book the teacher has previously read aloud to practice dialogue and character traits and expression.</p>

<p>Writing Students develop ownership of writing- The teacher elicits information from students to capture their thoughts on paper- develop charts students can later refer to for support.</p> <p>The students' feedback in collected in a graphic organizer.</p> <p>Word Study Students make connections to word walls and anchor charts.</p> <p>Students make connections between languages.</p> <p>Students use previous readings to highlight the structure of the target language.</p> <p>Students develop sound and syllable awareness through interactive activities.</p> <p>Students bridge language concepts.</p>	<p>previously prepared presentation (slides).</p> <p>Students have access to images that provide context clues.</p> <p>Students identify punctuation from mentor texts.</p> <p>Writing Students have access to books that serve as mentor texts to guide their writing.</p> <p>Students are guided my model writing.</p> <p>Students develop ownership of writing- The teacher elicits information from students to capture their thoughts on paper- develop charts students can later refer to for support.</p> <p>The students' feedback in collected in a graphic organizer.</p> <p>Word Study Students make connections between languages.</p> <p>Students use previous readings to highlight the structure of the target language.</p> <p>Students develop sound and syllable awareness through interactive activities.</p>	<p>Students participate in a scavenger hunt with items that connect to a story.</p> <p>Students listen to the read alouds the teacher had read previously.</p> <p>Students are able to access and read grade level texts through MyOn or other digital sites.</p> <p>Writing Students write their own piece based on the mentor texts they have been exposed to during in-person and/or synchronous instruction.</p> <p>Use the supports that have been developed by the class during in-person and/or asynchronous learning to write an assigned piece.</p> <p>As a reference, students watch teacher developed videos or videos found online to illustrate a concept they are preparing to write about.</p> <p>As a reference, students develop a video to illustrate a previously taught concept they are preparing to write about.</p> <p>Students access graphic organizers to plan their writing</p> <p>Word Study English (Students complete Core5/PowerUp activities)</p>
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CA Standards and Frameworks

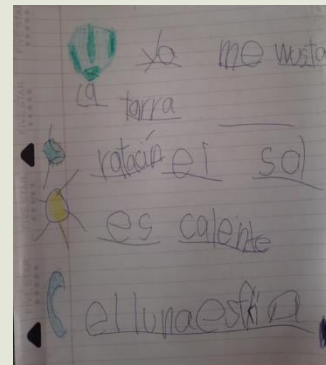
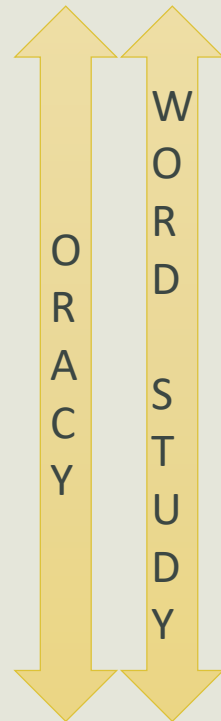


- English Language Arts/ELD
- Spanish Language Arts/SLD
- Next Generation Science
- CA History/Social Science

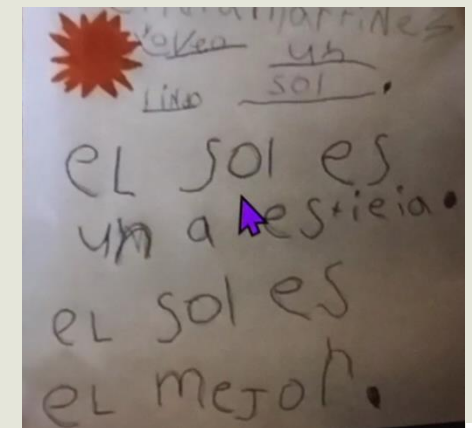


Biliteracy Unit Framework (K-2)

- Building Background Knowledge and Oracy
- Reading Comprehension
- Writing Process
- Summative Assessment
- The Bridge
- Extension



Grade: 1	Language: Spanish	Unit Number: 1 Unit Name: Patrones del sol, la luna y las estrellas
Content areas: Science and Language Arts		
Essential Question: Can patterns of the sun, moon, and stars be used to make predictions of future observations?		
Essential Understanding: We want students to understand that patterns of the sun, moon and stars can be used to make predictions of future observations (1-PS4-2, 1-ESS1-1, 1-ESS1-2).		
<p>Storyline: The first grade science units of the year are all related to light and patterns: observing objects and understanding that light is necessary for us to see (unit 1); the interaction of light with various materials (unit 2); how patterns relate to the relationship between parents and offspring (unit 3); the relationship between organisms and sunlight (unit 4). During this first science unit of first grade, students will learn how to make evidence-based observations of the world around them in order to predict patterns and support or refute ideas. These concepts are important to develop in this unit as they will be revisited and built upon in subsequent units. This unit will also begin to collect data around the amount of daylight observed relative to the time of the year. This strand is revisited in subsequent units, so it will be important to establish a consistent routine to gather this information on a daily basis. One way to collect this data is to add it (sunrise time and sunset time) to the morning calendar time routine and keep it as a running record on a chart to note differences in time across the year (1-ESS1-2). After some data has been collected, students can make predictions about time changes and what the time changes mean for them. For example, in the fall, when they go to school, the days slowly get shorter. This means that when they start school, it might be daylight outside. But as it gets closer to December, it may still be dark when they eat breakfast, and the sun will set earlier in the day, making the day feel shorter.</p> <p>It is important to note that the Next Generation Science Standards (NGSS) are written as performance expectations (PEs). This means that each standard, or performance expectation, has an element of science content AND an element of performance. Therefore, in order to help students achieve the expectations inherent in these standards it is necessary for students to DO science – watching videos, reading books, and listening to lectures is not enough. Students are expected to engage in the practices, or behaviors of scientists and engineers to figure out the content. As such, the performance expectations are what students should be expected to do as a result of engaging in this unit. In other words, the expectations listed in the PEs are what students should be able to do at the end of the unit.</p> <p>To launch this unit, students will make observations of objects in the sky in order to describe patterns that can be predicted (1-ESS1-1). This</p>		



Biliteracy Unit Framework Resources


1st Grade DLI Materials Unit Materials		
Ciencias Naturales		
Unidad 1	Patrones del sol, la luna, y estrellas: ¿Se pueden usar los patrones del sol, la luna y las estrellas para hacer predicciones de observaciones futuras? Texto: Informativo	
Lectura de voz alta (Enseñanza)	Lectura guiada	Otras opciones
Maravillas: US 2: Tarjetas de actividades de ciencias: <ul style="list-style-type: none"> 22, 28 Adivinanza: T82 Nuestras maravillas: T83 <ul style="list-style-type: none"> Un paseo por las estrellas Inti, el dios inca del sol Taller de lectura y escritura T85 <ul style="list-style-type: none"> La luna (T115) Búsqueda e investigación <ul style="list-style-type: none"> Hacer un afiche (T120) Hola, Osa Menos (Lectura complementaria, nivel inicial)(T129) El Sol es una estrella (Lectura complementaria, al nivel)(T139) Amanecer y atardecer (Nivel avanzado) T143 MyOn	MyOn Cuerpos en el espacio El sol	Maravillas: US 2: <ul style="list-style-type: none"> ¿Por que estan en el cielo el sol y la luna? (Lectura interactiva en voz alta) T86, T97 Mánitas y el color del cielo (T111A-T111M) El vuelo de Jairo (Nivel inicial)(T128) El hogar nuevo de la familia Zorro (Nivel avanzado)T142 MyOn <ul style="list-style-type: none"> Space Cowboy Caleb and the Night Sky Round-up

Maravillas/Wonders 1 st Grade Foundational Skills– Phonics Guide				
Trimester	Fonética	Gramática	Phonics	Sight Words
Trimestre 1	Identificación del Alfabecito Aa-Zz (Pg. 56, 512, 519, 525, 531, 537, 543, 549, 554, 561, 566) /ai/, /ei/, /oi/, /oy/ (Un buen comienzo, pg. 56) /ff/, /ss/, /ss/, /ss/, /ss/ (U1, pg. 114-17, T24-25, T34-T35, T42-43, T48-49) /ff/, /ss/, /ss/, /ss/, /ss/ (U1, pg. T88-91, T98-100, T108-109, T116-117, T122-123) /ff/, /ss/, /ss/, /ss/, /ss/ (U1, pg. T162-T164, T172-T174, T182-184, T190, T196) /ff/, /ss/, /ss/, /ss/, /ss/ (U1, pg. T236-T238, T246-248, T256-258, T264, T270-271, T116-117, T122-123) /ff/, /ss/, /ss/, /ss/, /ss/ (U1, pg. T310-312, 320-322, 330-332, 338-339, T344-345) /ff/, /ss/, /ss/, /ss/, /ss/ (U2, pg. T14-16, T24-26, T34-36, T42, T48-49) /ff/, /ss/, /ss/, /ss/, /ss/ (U2, pg. T88-90, T98-100, T108-110, T116, T122-123) /ff/, /ss/, /ss/, /ss/, /ss/ (U2, pg. T182-184, T172-174, T182-184, T190-191, T196-197) /ff/, /ss/, /ss/, /ss/, /ss/ (U2, pg. T236-238, T246-248, T256-258, T264-265, T270-271) /ff/, /ss/, /ss/, /ss/, /ss/ (U2, pg. T310-312, T320-322, T330-332, T338-339, T344-345)	Oraciones (U1, pg. T21, T31, T39, T45, T51) Oraciones de palabras en la oración (U1, pg. T95, T105, T115, T125) Emuncialitas (U1, pg. T169, T179, T187, T193, T199) Emuncialitas y monosílabos (U1, pg. T243, T253, T261, T271, T279) Escribir oraciones (U1, pg. T317, T327, 335, T341, T347) El sustantivo (U2, pg. T21, T31, T39, T45, T51) Singular y plural (U2, pg. T95, T105, T115, T125, T125) Comienzo y principio (U2, pg. T169, T179, T187, T193, T199) Adverbios y oraciones (U2, pg. T243, T253, T261, T271, T279) Adverbios definidos e indefinidos (U2, pg. T317, T327, T335, T341, T347)	Short e (U1, pg. T12-T14, T22-T24, T32-34, T40, T46) Short i (U1, pg. T90-92, T100-102, T110-112, T118-119, T124-125) Short o (U1, pg. T246-248, T256-258, T266-268, T274-275, T280-282) e-blends (U1, pg. T324-326, T334-336, T344-346, T352-353, T358-359) Short u (U2, pg. T90-92, T100-102, T110-112, T118-119, T124-125) End blends (U2, pg. T168-170, T178-180, T188-190, T196-197, T202-203) th, sh, ph (U2, pg. T246-248, T256-258, T266-268, T274-275, T280-282) tch, wh, ph (U2, pg. T324-326, T334-336, T344-346, T352-353, T358-359)	does not school what (U1, pg. T15, T25, T35, T41, T47) about up very (U2, pg. T93, T103, T113, T123) be come good (U1, pg. T171, T181, T191, T197, T203) fun make may not (U1, pg. T249, T259, T269, T275, T281) jump move two (U1, pg. 327, T337, T347, T353, T359) again help these use (U2, pg. T15, T25, T35, T41, T47) could one then three (U2, pg. T93, T103, T113, T123) eat no under who (U2, pg. T171, T181, T191, T197, T203) all day want (U2, pg. T249, T259, T269, T275, T281) around many place walk (U2, pg. T327, T337, T347, T353, T359)

2 nd SLA/ELA Standards Reading Standards for Literature				
Español	Standard	Ideas and Details	English	
	1	Ask and answer such questions as who, what, where, when, why, and how to demonstrate understanding of key details in a text.		
	2	Recount stories, including fables and folktales from diverse cultures, and determine their central message, lesson, or moral.		
	3	Describe how characters in a story respond to major events and challenges.		
Español	Standard	Craft and Structure	English	
	4	Describe how words and phrases (e.g., regular beats, alliteration, rhymes, repeated lines) supply rhythm and meaning in a story, poem, or song. (See grade 2 Language standards 4-6 for additional expectations.) CA		
	5	Describe the overall structure of a story, including describing how the beginning introduces the story and the ending concludes the action.		
	6	Acknowledge differences in the points of view of characters, including by speaking in a different voice for each character when reading dialogue aloud.		
Español	Standard	Integration of Knowledge and Ideas	English	
	7	Use information gained from the illustrations and words in a print or digital text to demonstrate understanding of its characters, setting, or plot.		
	8	(Not applicable to literature)		
	9	Compare and contrast two or more versions of the same story (e.g., Cinderella stories) by different authors or from different cultures.		
Español	Standard	Range of Reading and Level of Text Complexity	English	
	10	By the end of the year, read and comprehend literature, including stories and poetry, in the grades 2-3 text complexity band proficiently, with scaffolding as needed at the high end of the range.		

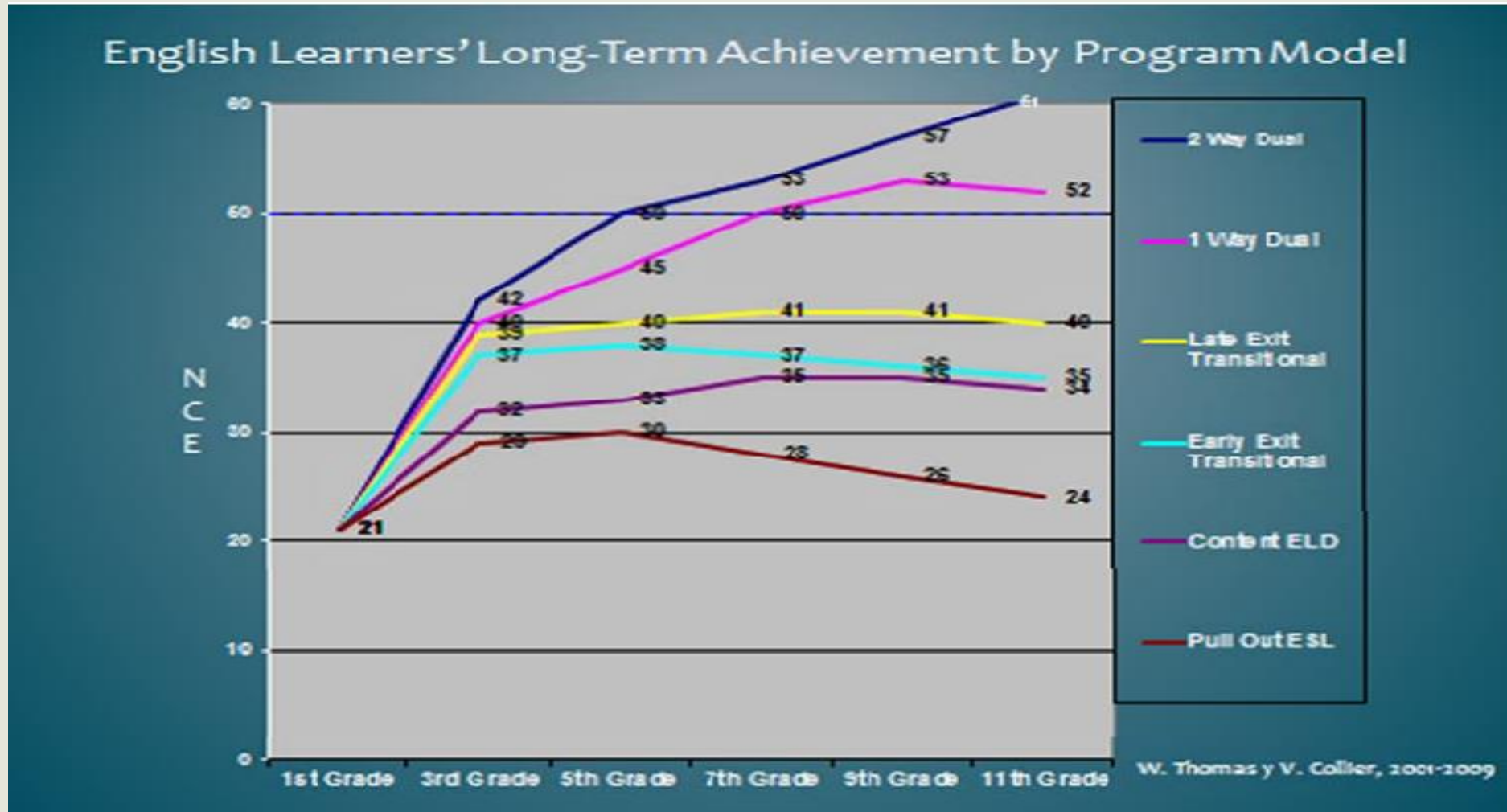
- Scope and Sequence
- Skills by Language
- Connections
 - Wonders/Maravillas
 - MyOn
 - Standards

Professional Development

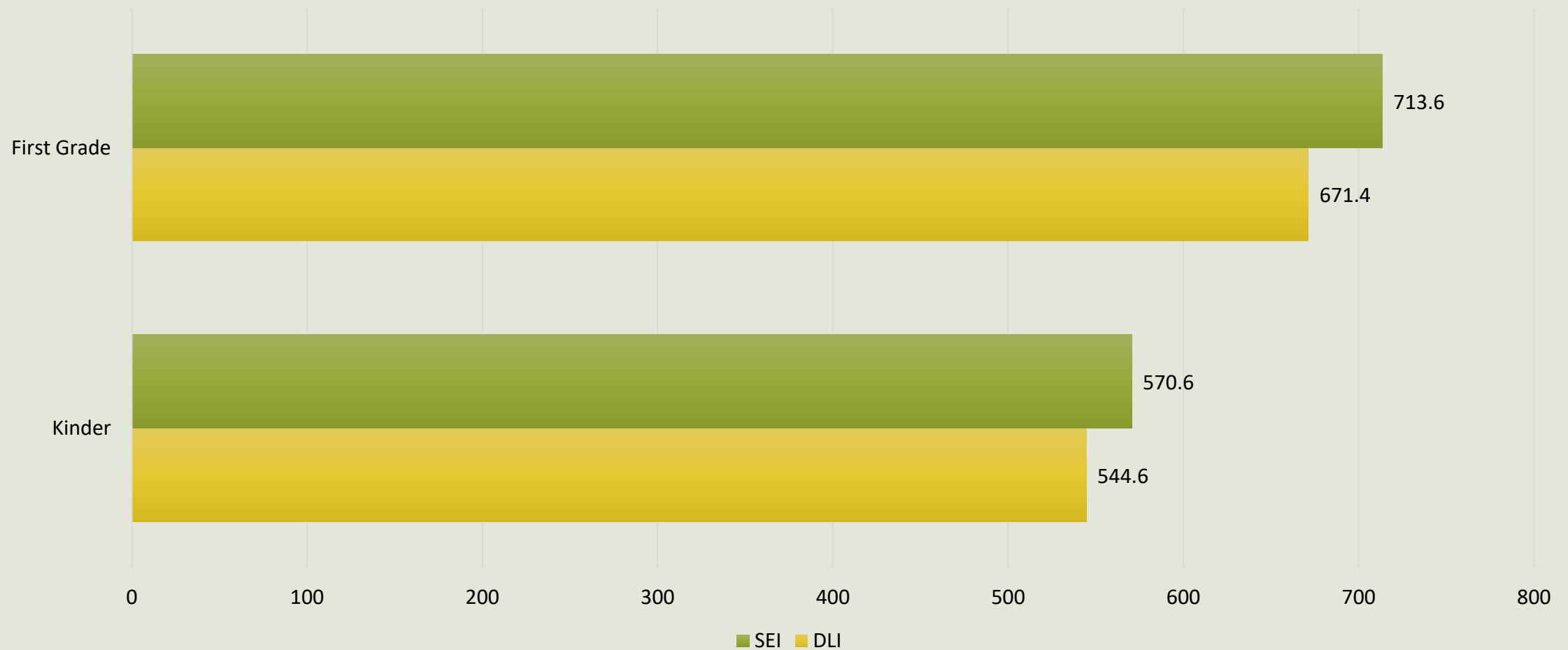


Teachers K-8	<ul style="list-style-type: none">• Overview of DLI *New• Biliteracy Institute (CT4B) *New• Collaboration Opportunities
K-2 Teachers	<ul style="list-style-type: none">• Biliteracy Unit Roll Out (CT4B)
3 rd Grade Teachers	<ul style="list-style-type: none">• Introduction to DLI and the Biliteracy Unit Framework (CT4B)
Ed. Services Admin.	<ul style="list-style-type: none">• Overview of DLI (CT4B)
Principals	<ul style="list-style-type: none">• Supporting the Biliteracy Unit Roll-Out (CT4B)• Biliteracy Institute (CT4B)• Bi-monthly Meetings

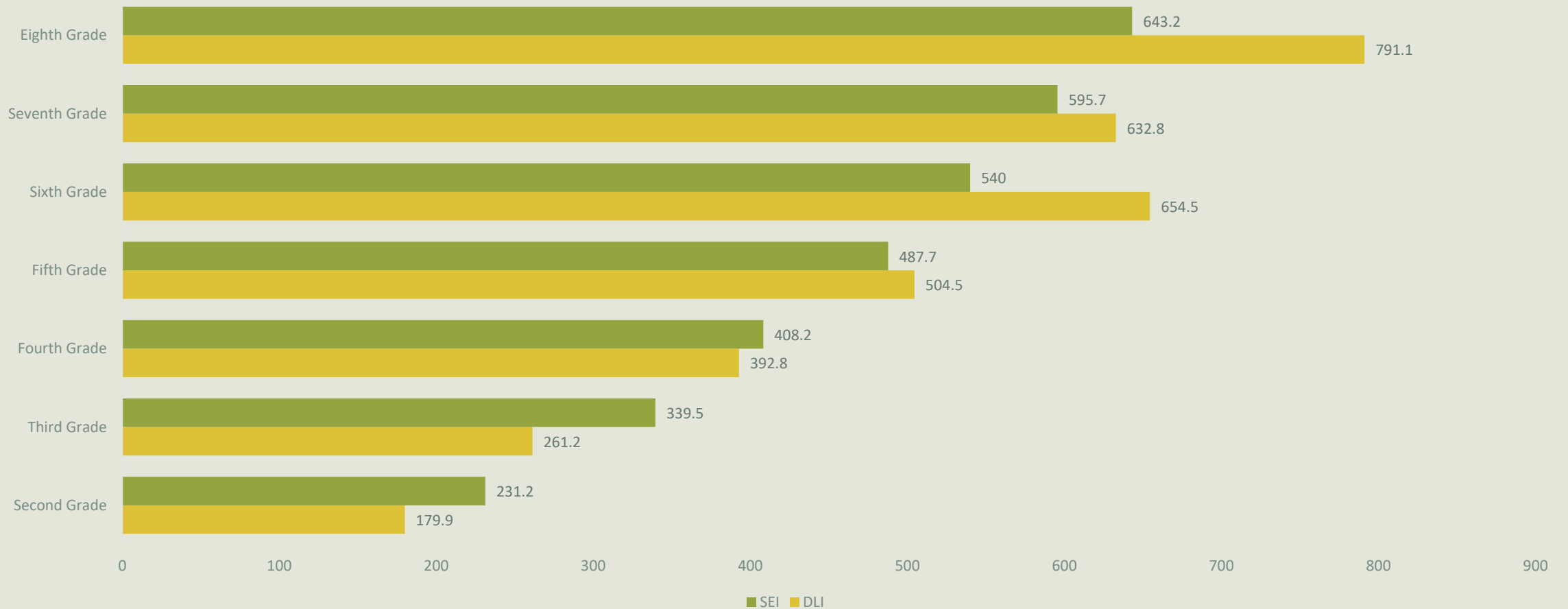
Academic Expectations Based on Research



STAR Early Literacy Scaled Score Winter 2019-2020



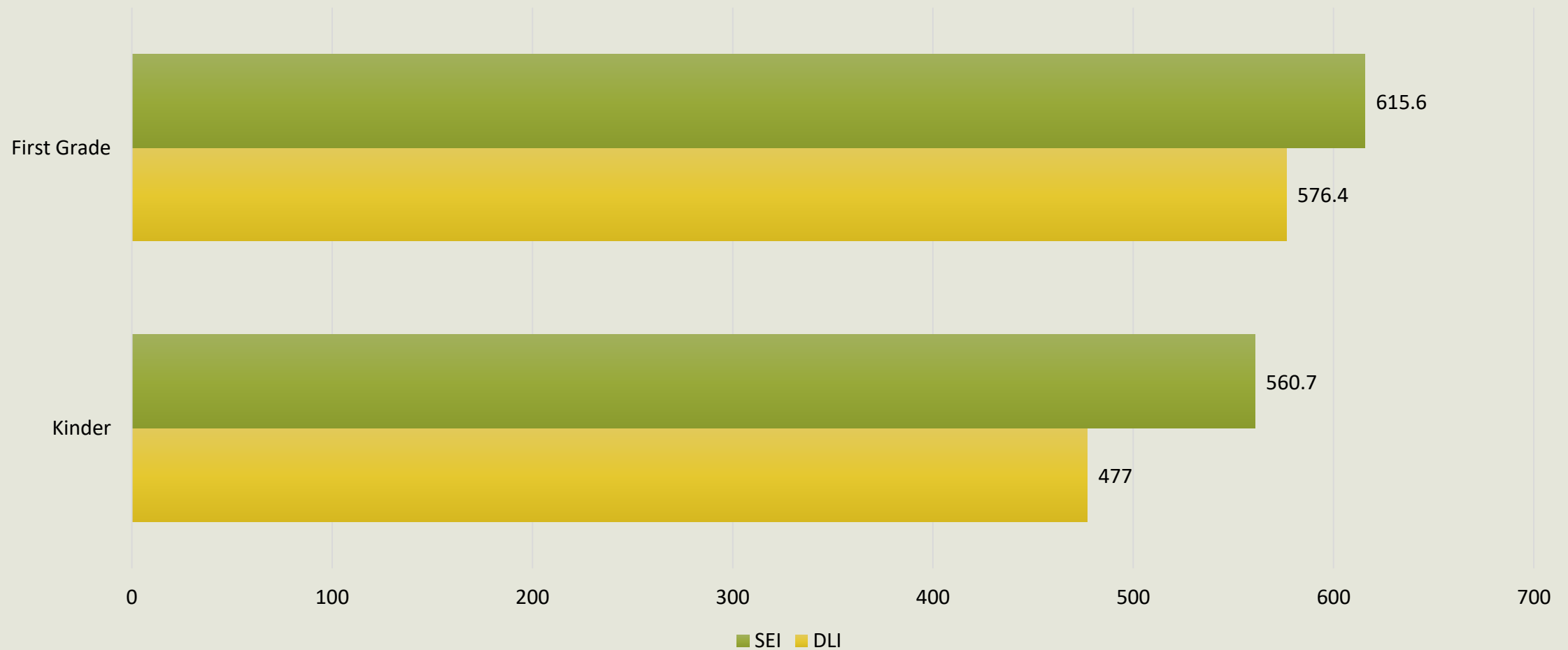
STAR Reading Scaled Score Winter 2019-2020



STAR Reading Scaled Score Winter 2019-2020

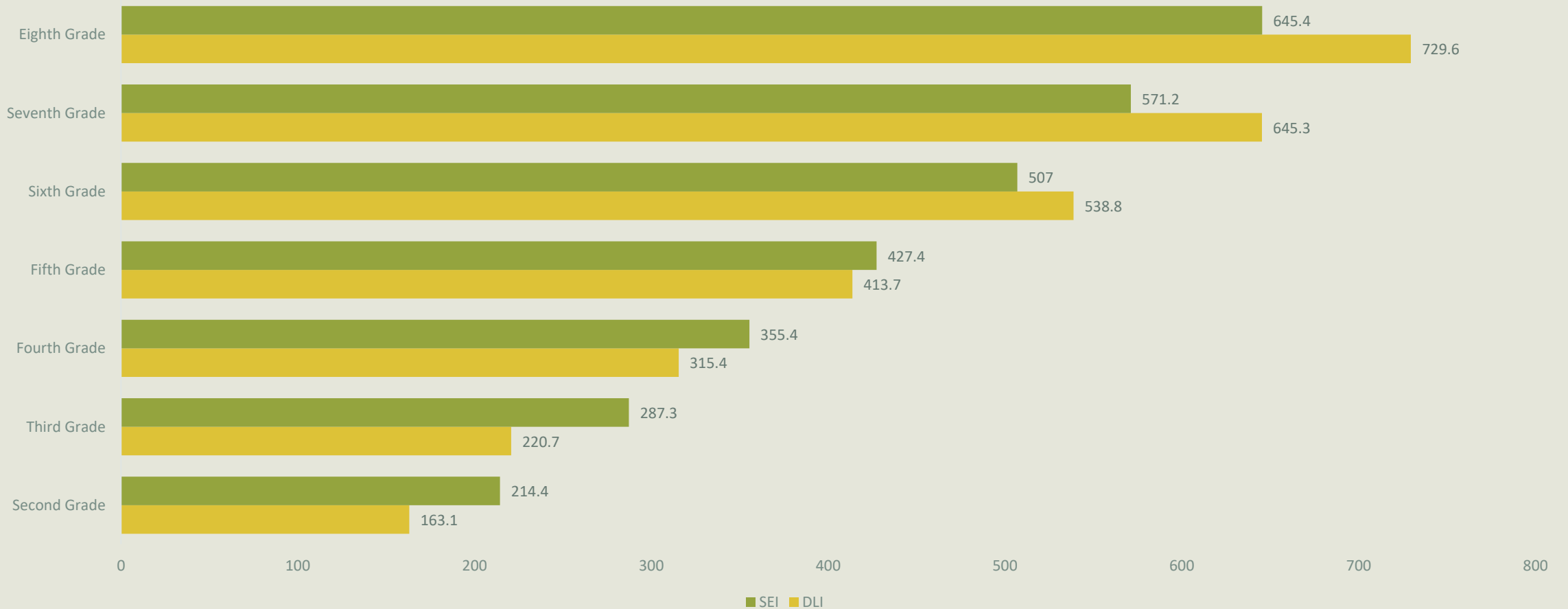


STAR Early Literacy Scaled Score Fall 2020-2021



STAR Reading Scaled Score

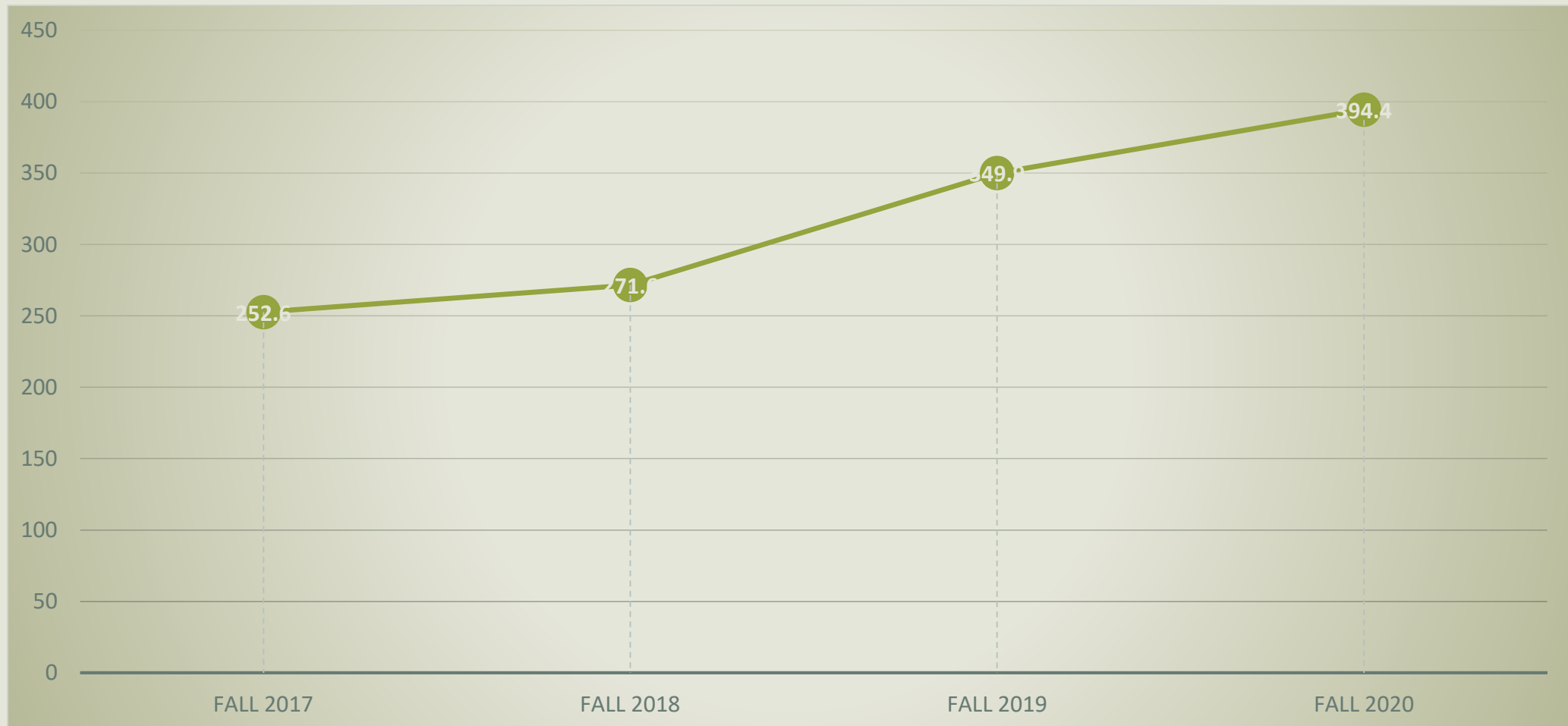
Fall 2020-2021



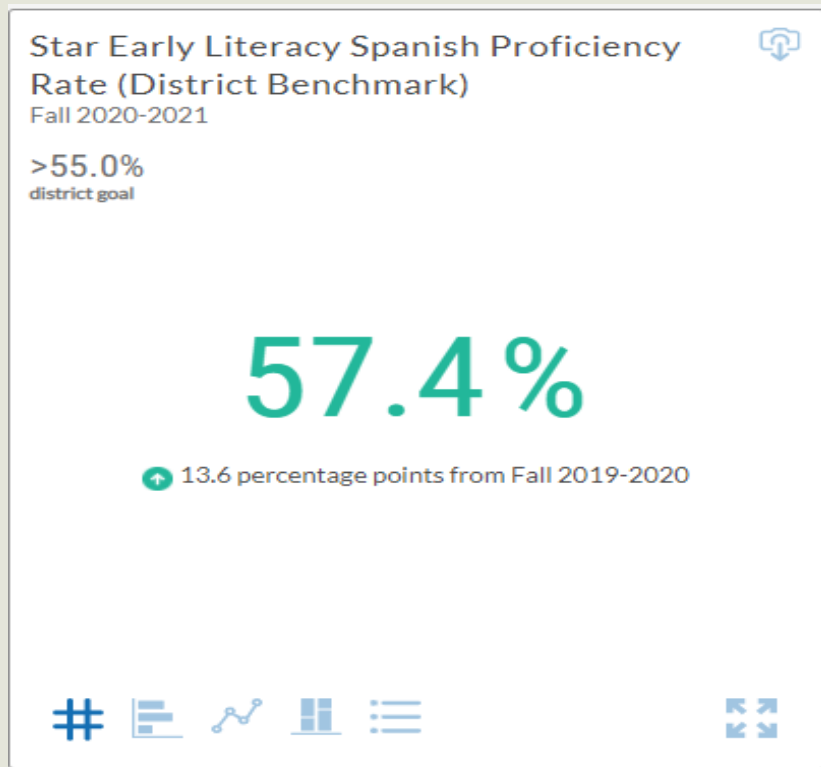
STAR Reading Scaled Score Fall 2020-2021



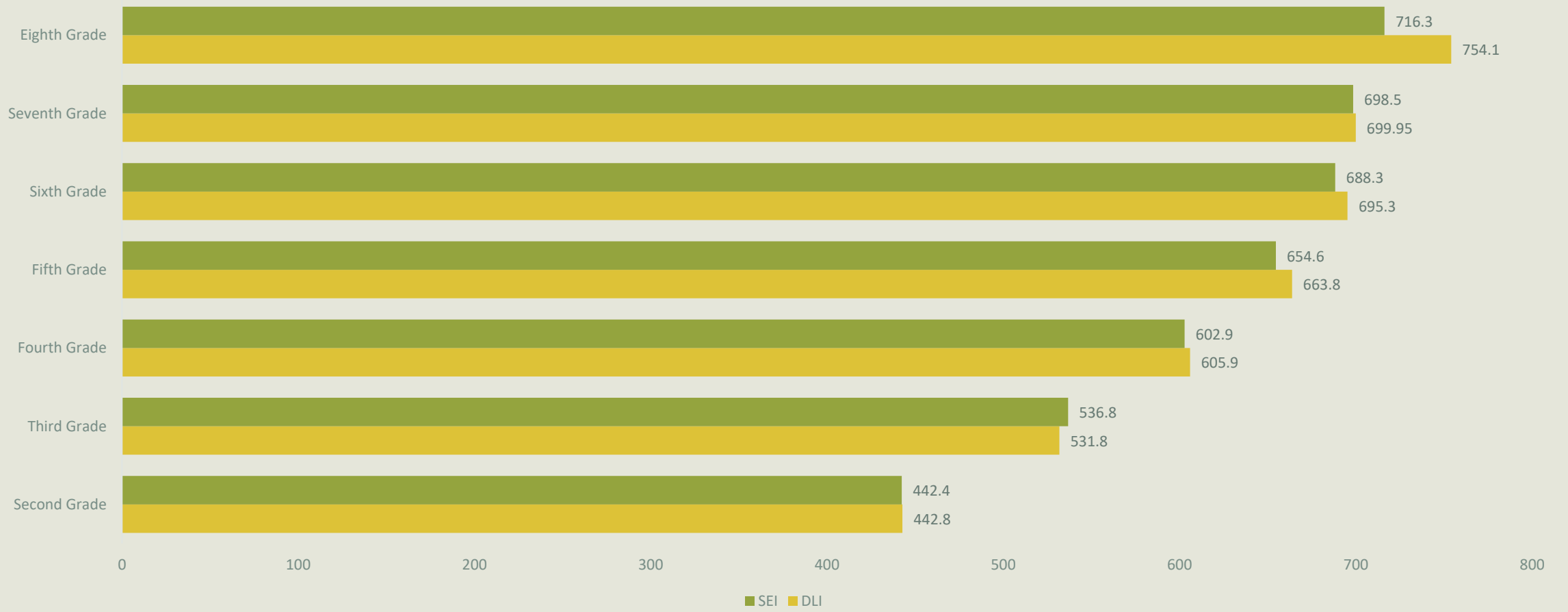
STAR Reading Spanish Scaled Score 6th Grade Cohort- Fall 2017- Fall 2020



Spanish- Leading Indicators of Student Achievement Fall 2020-2021



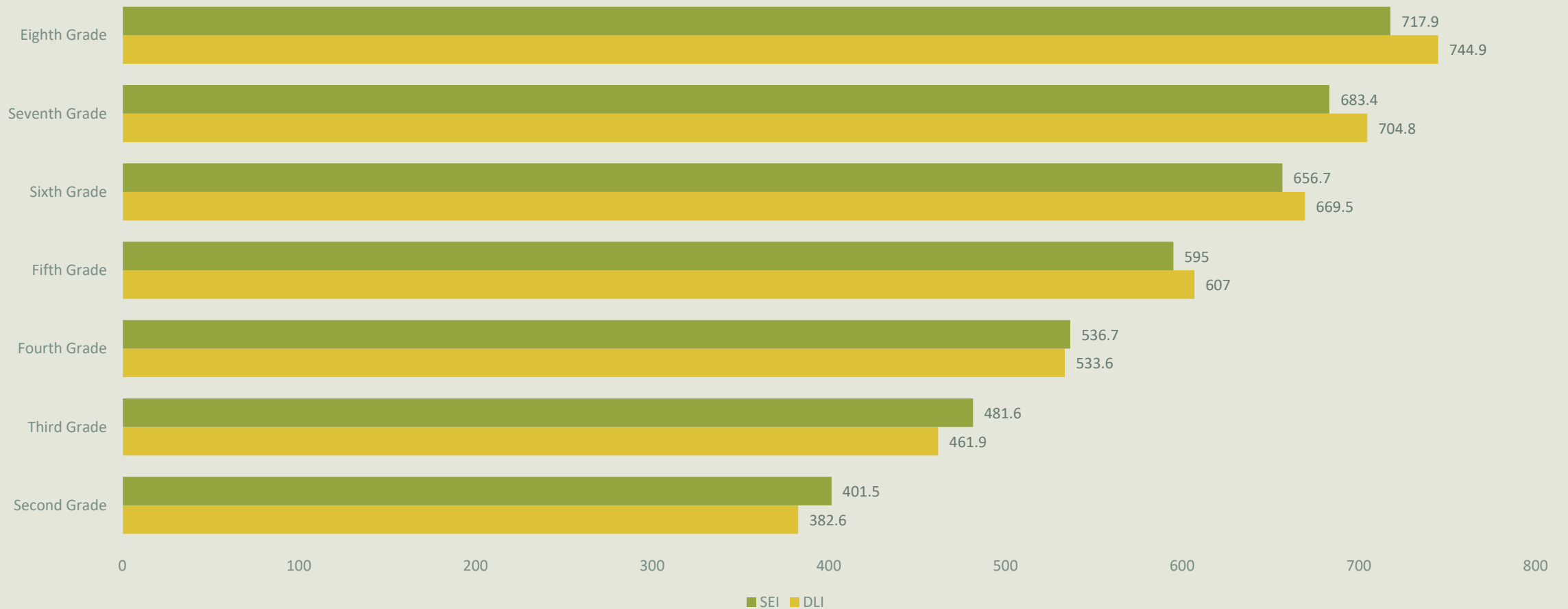
STAR Math Winter 2019-2020



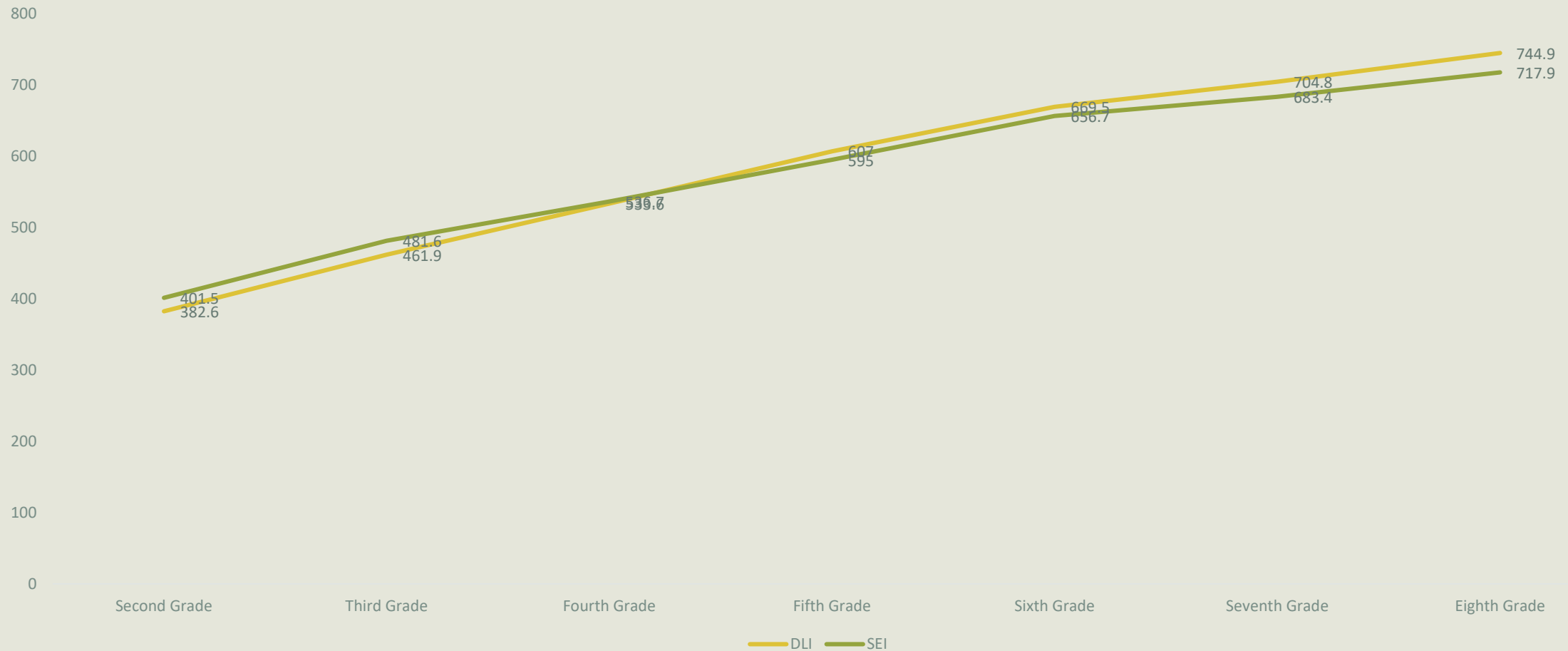
STAR Math Winter 2019-2020



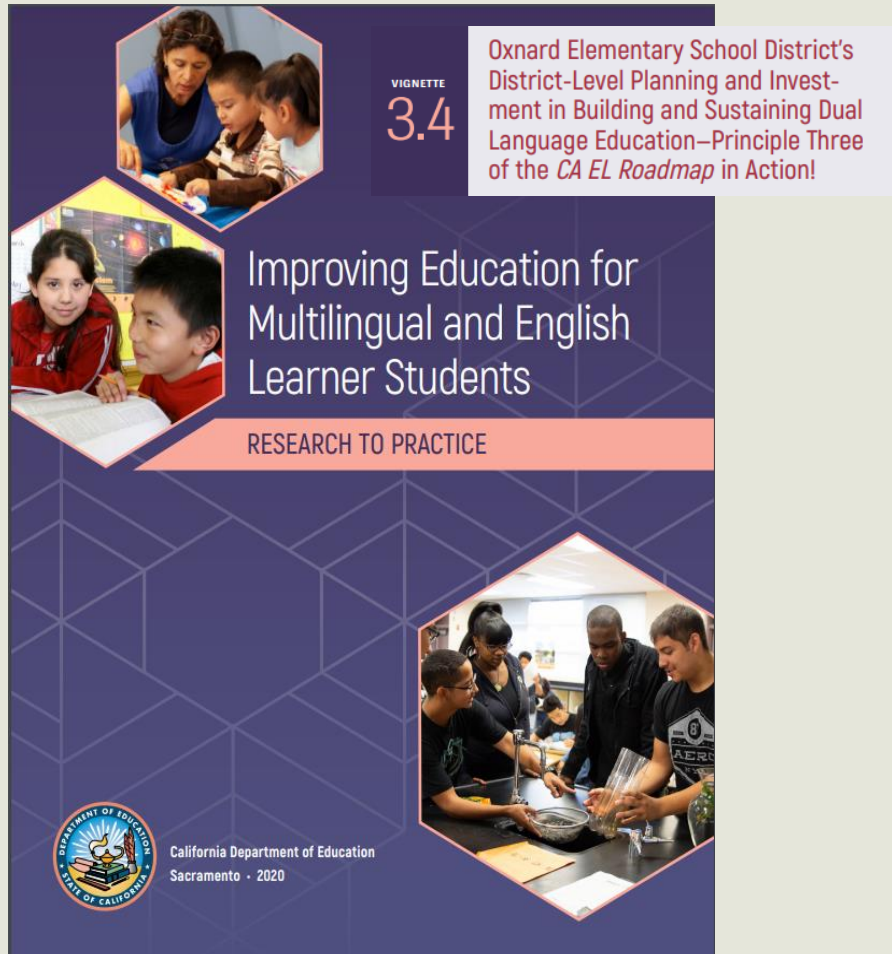
STAR Math Fall 2020-2021



STAR Math Fall 2020-2021



CA Department of Education-Research to Practice



VIGNETTE
3.4

Oxnard Elementary School District's District-Level Planning and Investment in Building and Sustaining Dual Language Education—Principle Three of the *CA EL Roadmap* in Action!

Improving Education for Multilingual and English Learner Students

RESEARCH TO PRACTICE

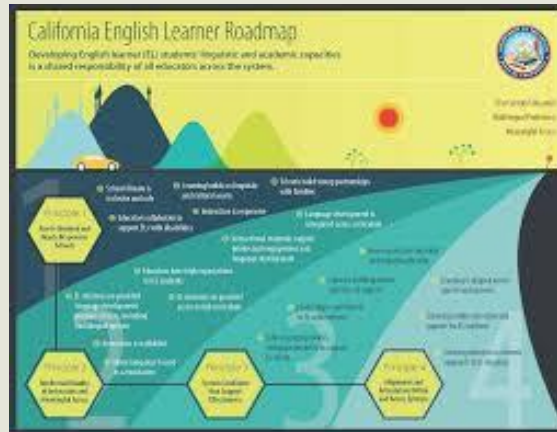
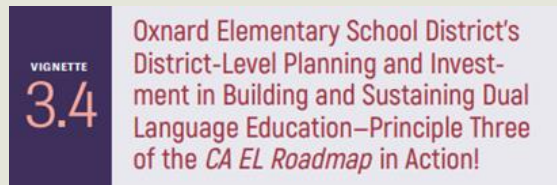
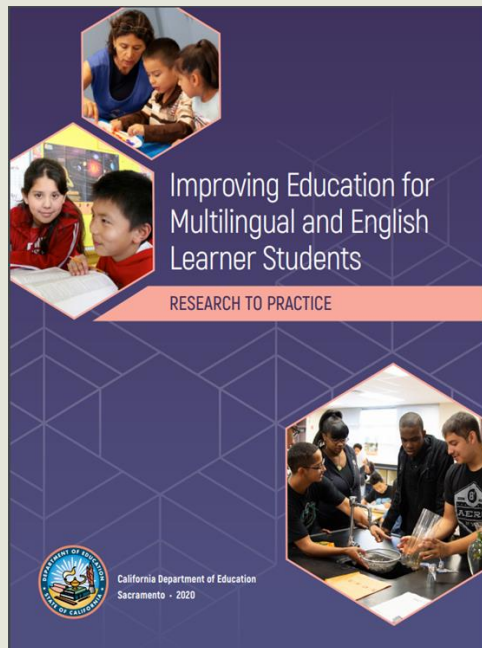
California Department of Education
Sacramento • 2020

“[OSD] has a clear vision, an entire system aligned around the vision, and enthusiasm and inspiration to carry it forward. Key lessons shared...”

- Be Steady...
- Have a Plan..
- Monitor Progress...
- Keep a Steady Course.”

Olsen, Martinez, Herrera & Skibbins, pg. 140

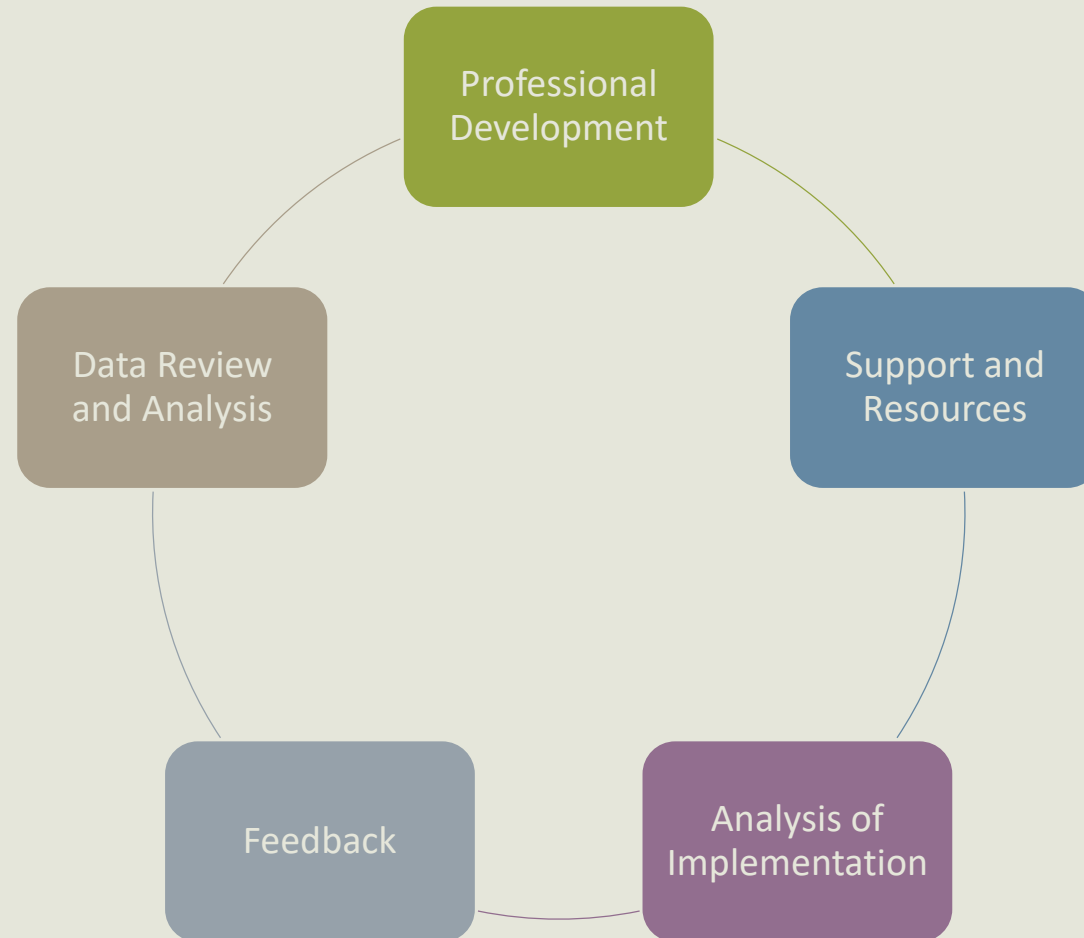
CA Department of Education-Research to Practice

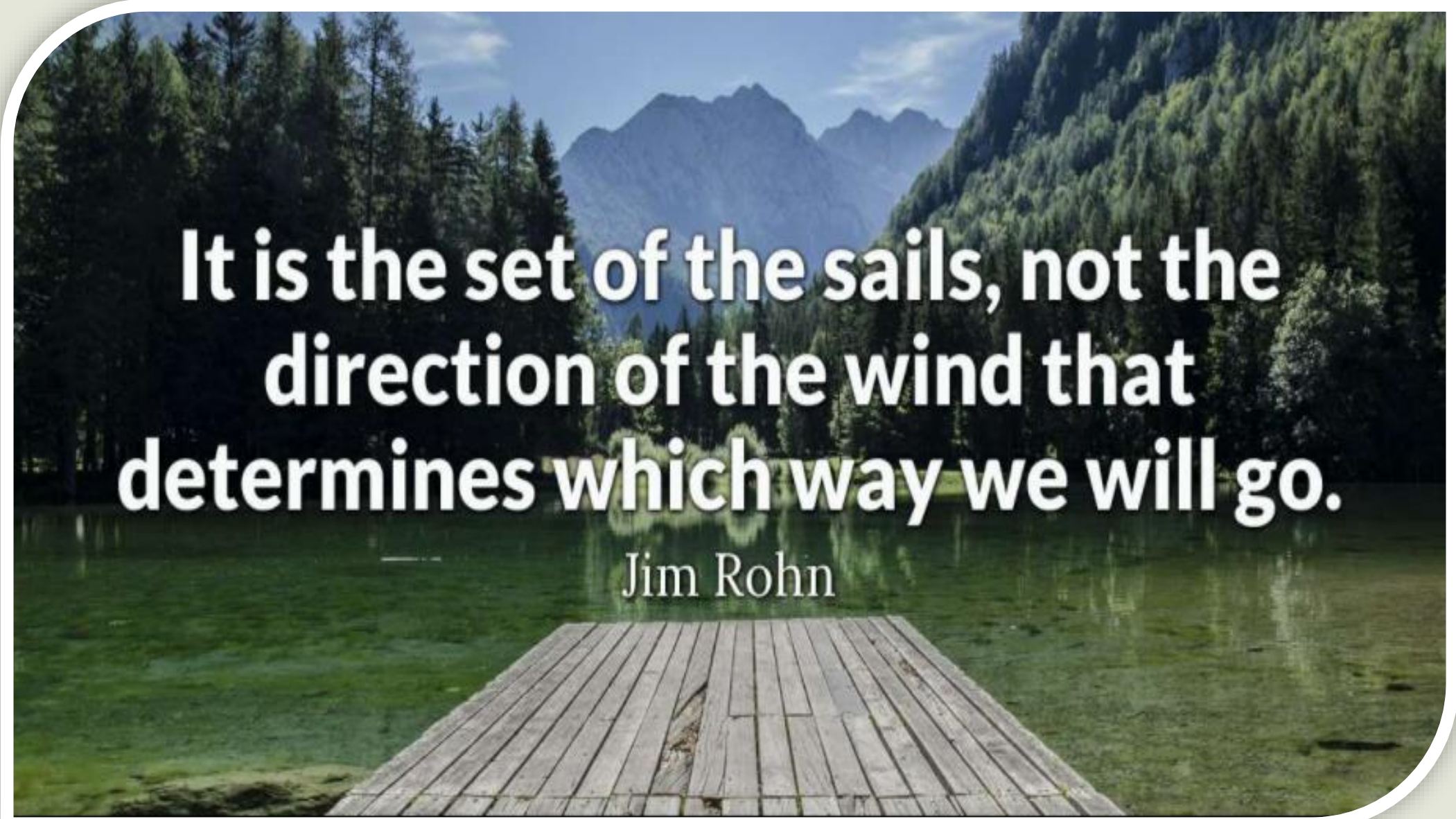


“[The Oxnard School District is] building an assets-oriented schooling experience (Principle One of the CA EL Roadmap), implementing high quality, rigorous standards-based education aiming toward goals of biliteracy (Principle Two), and being sure that their entire system is shaped around creating conditions needed to support quality and consistent implementation (Principle Three and Four).”

Olsen, Martinez, Herrera & Skibbins, pg. 140

Next Steps...





**It is the set of the sails, not the
direction of the wind that
determines which way we will go.**

Jim Rohn

Thank you!



OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 20, 2021

Agenda Section: Section A: Report

Election of 2016, Series C GO Bonds Wrap Up Presentation (Aguilera-Fort/Penanhoat/CFW)

Measure “D” was approved by 69.9% of District voters in November 2016, authorizing the sale of \$142.5 million in General Obligation (GO) Bonds. The District previously issued \$95.0 million from Measure “D” in two series of bonds. In November 2020, the District sold approximately \$11 million of additional Measure “D” bonds in Series C. Following this sale, the remaining balance of the Measure “D” authorization is \$36.5 million.

The attached presentation provides a summary of the Series C bond sale.

FISCAL IMPACT:

Bond proceeds from the Series C sale have been deposited with the County, and are available to fund the District’s ongoing program to modernize, construct and improve school facilities.

Measure “D” was approved by 69.9% of District voters in November 2016, authorizing the sale of \$142.5 million in General Obligation (GO) Bonds. The District previously issued \$95.0 million from Measure “D” in two series of bonds. In November 2020, the District sold approximately \$11 million of additional Measure “D” bonds in Series C. Following this sale, the remaining balance of the Measure “D” authorization is \$36.5 million.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees receive the Election of 2016, Series C GO Bonds Wrap Up Presentation.

ADDITIONAL MATERIALS:

Attached: [Election of 2016 Series C GO Bonds Wrap Up Presentation \(6 pages\)](#)



Oxnard School District

Ventura County

Election of 2016, Series C GO Bonds Wrap Up Presentation

*Board Meeting
January 20, 2021*

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1901 S. VICTORIA AVENUE
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SUITE 300
SACRAMENTO, CA 95834
(916) 634-7784



Overview of Measure “D” Authorization

- In November 2020, the District sold approximately \$11 million of additional Measure “D” bonds in Series C
- Measure “D” was approved by 69.9% of District voters in November 2016, authorizing the sale of \$142.5 million in General Obligation (GO) Bonds
- The District previously issued \$95.0 million from Measure “D” in two series of bonds:
 - Series A in March 2017 (\$81.0 million)
 - Series B in March 2018 (\$14.0 million)
- Following this sale, the remaining balance of the Measure “D” authorization is \$36.5 million

GO Bond
\$142,500,000

Oxnard
56-72538

Purpose
Acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom

[Read More](#)

Vote Count	
Vote in Favor	69.9 %
Vote Required	55.0 %
Average Daily Attendance	16,362

✓ **Passed**

Measure “D” Bond Sales



Series C Bond Issuance Milestones

- November 4, 2020 – the District’s Board of Trustees approved the necessary legal documents to proceed with the sale of the Bonds
- November 17, 2020 – the rating agency Standard & Poor’s affirmed the District’s credit rating of “A+” with a stable outlook
- November 19, 2020 – the Preliminary Official Statement (POS) was posted for investor review prior to the bond sale
- November 24, 2020 – the District sold the Series C Bonds via a public sale; the bonds were well-received in the market, with the underwriter receiving more orders from investors than bonds available to sell
- December 15, 2020 – the transaction closed, and bond proceeds were received by the County to be held in the District’s construction fund until needed for projects

Summary of Bond Sale

- The District successfully sold \$10,375,000 in Current Interest Bonds, with the balance of \$620,134.50 sold as Capital Appreciation Bonds
- The overall term of the bonds is 30 years with a final maturity date of August 1, 2050
- The average interest rate of the bonds (Total Interest Cost) is 2.97%
- The gross cost to repay the Series C bonds is \$21,842,070 which accounts for the principal and interest payments due over the life of the bonds, resulting in a repayment ratio of 1.99 to 1 much lower than the ratio of 4 to 1 recommended by the State

Election of 2016, Series C General Obligation Bonds	
Sources of Funds:	
Par Amount	\$ 10,995,135
Premium	\$ 948,834
Total Sources	\$ 11,943,969
Uses of Funds:	
Project Fund	\$ 10,815,135
Costs of Issuance ⁽¹⁾	\$ 180,000
Underwriter's Discount	\$ 42,331
Bond Insurance	\$ 51,766
Debt Service Fund	\$ 854,737
Total Uses	\$ 11,943,969

⁽¹⁾ Includes payment of Bond and Disclosure Counsel fees, Municipal Advisor fees, Trustee fees, rating agency fees, Preliminary Official Statement and Official Statement printing and other costs of issuance.

Looking Ahead

- Bond proceeds have been deposited with the County, and are available to fund the District's ongoing program to modernize, construct and improve school facilities
- CFW will include the Election of 2016, Series C bond information in future continuing disclosure filings with the Electronic Municipal Market Access (EMMA) database
- The finance team will continue to monitor opportunities to refinance outstanding bonds that would generate taxpayer savings
- Additional bond issuance opportunities will also be reviewed by the team annually, and the program may be amended from time to time based on a projected issuance schedule as directed by the District

General Information Exclusion Disclosure

IMPORTANT: PLEASE REVIEW. CFW Advisory Services, LLC (“CFW”) has prepared the attached materials. These materials consist of factual or general information (as defined in Section 975 of the Dodd Frank Wall Street Reform and Consumer Protection Act, as amended, otherwise known as the “Municipal Advisor Rule”) including information regarding CFW’s professional qualifications and prior experience.

These materials have been prepared by CFW for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. To the extent that CFW provides any alternatives, options, views, analysis, calculations or examples in the attached information, such information is not intended to suggest that the municipal entity or obligated person could achieve particular results in any municipal securities transaction.

Any terms and conditions presented in the attached materials are subject to further discussion and negotiation. CFW does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. Where indicated, this presentation may contain information derived from sources other than CFW. While we believe such information to be accurate and complete, CFW does not guarantee the completeness and accuracy of this information. This material is based on information currently available to CFW or its sources and is subject to change without notice. Any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 20, 2021

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrator (Dr. Aguilera-Fort)

Introduction of Newly Appointed Oxnard School District Administrators:

- Ms. Jessica Alcantar, Manager, Enrollment Center
- Ms. Jessica Glass, Assistant Principal, K-8
- Ms. Teresa Ruvalcaba, Manager, Equity, Family & Community Engagement

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

The newly appointed administrators will be introduced to the Board of Trustees.



OXNARD SCHOOL DISTRICT

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

Oxnard School District Encourages Remote, Online Public Participation For Oxnard School District's Board Meetings

During the COVID-19 pandemic, the Oxnard School District is committed to public input and participation in school district governance in a manner that is consistent with shelter in place guidance provided by public health officials. The District highly encourages remote, online participation in order to promote the safety and health of our community.

The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at www.osdtv.oxnardsd.org and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to OSD_BoardMeetings@oxnardsd.org. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments receive before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can join the Zoom Meeting from a computer via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/11118), mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda. You can find the meeting information on the following webpage page <https://www.oxnardsd.org/Page/11118> as long as needed during the COVID-19 pandemic.

In order to facilitate effective remote participation for all, please remember a few courtesies of conference calls if you opt to use Zoom for the purpose of providing public comment:

- Please do not put the call on hold.
- Please do not have the television/website transmission of the meeting playing while you are speaking as you provide public comment. You must minimize background noise.

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at mnoriega@oxnardsd.org or Lydia Lugo Dominguez at lugodominguez@oxnardsd.org or call 805-385-1501, ext. 2032.



OXNARD SCHOOL DISTRICT

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El Distrito Escolar de Oxnard alienta la participación pública a distancia en línea en las reuniones de la Junta Directiva de Educación

Durante la pandemia COVID-19, el Distrito Escolar de Oxnard tiene el compromiso de acoger el aporte y la participación del público en el gobierno del distrito escolar de una manera consistente con la recomendación de las autoridades de salud pública de refugiarse en el lugar (permanecer en casa). El Distrito alienta firmemente la participación a distancia en línea, con el fin de fomentar la seguridad y salud de nuestra comunidad.

Con el fin de cumplir con las indicaciones de las autoridades de salud pública durante la pandemia COVID-19, el Distrito Escolar de Oxnard ha adoptado medidas para facilitar la participación pública en las próximas reuniones de la Junta Directiva de Educación a través de los siguientes medios tecnológicos:

1. **Vea la reunión en vivo.** La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en www.osdtv.oxnardsd.org y también será transmitida por los siguientes canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37.
2. **Comentarios del público por adelantado.** Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a OSD_BoardMeetings@oxnardsd.org. Además, puede traer sus comentarios a la Oficina del Distrito entre las 9:00 de la mañana y 12 del mediodía. También puede depositar su comentario en el buzón de correo que se encuentra afuera de la oficina, hasta las 4:00 de la tarde del día de la reunión. Por favor indique si el comentario público es sobre un tema que está en la agenda o no lo es. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión, será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.
3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía videoconferencia Zoom en [ZOOM.OXNARD.ORG](https://zoom.us/j/11118), desde una computadora, dispositivo electrónico, tableta o teléfono. Puede encontrar la información de la reunión Zoom en la agenda de cada reunión. La información sobre la reunión se encuentra en la siguiente página de nuestro sitio web <https://www.oxnardsd.org/Page/11118> mientras sea necesario durante la pandemia COVID-19.

Con el fin de facilitar una participación a distancia efectiva para todos, por favor recuerde algunas de las reglas de cortesía de las conferencias telefónicas, si decide utilizar Zoom con el propósito de proporcionar su comentario público:

- Por favor no ponga la llamada en espera.
- Por favor no mantenga encendida la transmisión de la reunión en la televisión/el sitio web mientras expresa su comentario público. Debe minimizar el ruido de fondo.

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a Monica Noriega en mnoriega@oxnardsd.org o a Lydia Lugo Dominguez en llugodominguez@oxnardsd.org o llame al 805-385- 1501, ext. 2032.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 20, 2021

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (Aguilera-Fort)

The US Marines located at Naval Base, Ventura County, presented a donation of approximately 1,280 books and several toys for Oxnard School District families. The approximate value of the donation is \$10,000-\$15,000. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from U.S. Marines, Naval Base, Ventura County.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from U.S. Marines, Naval Base, Ventura County, as outlined above.

ADDITIONAL MATERIALS:

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



OXNARD SCHOOL DISTRICT

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www.oxnardsd.org

To: Dr. Karling Aguilera-Fort, Superintendent

From: Anna Thomas, Director of Curriculum, Instruction and Accountability

Date: December 16, 2020

RE: Donation of children's books

I respectfully request that the Board of Trustees accept a donation of approximately 1,280 books and several toys for children from the Toys for Tots group, headed by the U.S. Marines located at Naval Base, Ventura County. The books and toys are extra items from their annual Toys for Tots drive. The approximate value of the donation is \$10,000-\$15,000.

On behalf of the Oxnard School District, we would like to thank Staff Sergeant Cruz of the U.S. Marines for reaching out to us for this donation.

Thank you.

Cc: Dr. Ana DeGenna, Assistant Superintendent, Educational Services

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 20, 2021

Agenda Section: Section C: Consent Agenda

Approval and Adoption of the December 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)

At the December 16, 2020 regularly scheduled board meeting, the Board received the December 2020 Semi-Annual Implementation Program Update as an adjustment to Master Construct and Implementation Program (Program) and received a detailed presentation by CFW.

The December 2020 Report provides the Sixteenth Semi-Annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last June 2020 six-month update (adopted by the Board in August 2020) and the time of this document’s publishing in December 2020. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

FISCAL IMPACT:

The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately \$410.1 million due to decreased estimated State aid revenues. No adjustments are proposed to the project expenditures. The total Program Reserve has been decreased from \$21 million to \$8.9 million to accommodate estimated decreases in funding.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees accepts and adopts the December 2020 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and that the Board directs staff and CFW to proceed with adjustments to the program for immediate implementation.

ADDITIONAL MATERIALS:

Attached: [December 2020 Semi-Annual Implementation Program Update Report \(54 pages\)](#)



December 2020



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees





Prepared by:

Caldwell Flores Winters, Inc.

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Monica Madrigal Lopez, President
Debra M. Cordes, Clerk
Denis O’Leary, Trustee
Veronica Robles-Solis, Trustee
Jarely Lopez, Trustee

District Administrators

Dr. Karling Aguilera-Fort, Superintendent
Janet Penanhoat, Interim Assistant Superintendent, Business and Fiscal Services
Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Victor Torres, Assistant Superintendent, Human Resources and Support Services
Dana Miller, Director of Facilities

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PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the sixteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). This report links the progress of the original 2013 Reconfiguration and Implementation Program and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. This report reflects the status of the Program since the last June 2020 six-month update (adopted by the Board in August 2020) and the time of this document’s publishing in December 2020. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

A consolidated master budget and schedule merges and integrates approved and proposed projects based on funds from the Measure “R” and Measure “D” bond programs and other local sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program is oriented to prioritize facility projects that maximize the potential for State aid funding for modernization and new construction of school facilities as State funds become available under the School Facility Program (SFP) and other related State programs that provide facilities funding for California public school construction. Program progress is monitored, and individual projects, budgets, sequencing, and timelines continue to be reviewed, adjusted and presented to the Board for consideration on a six-month interval.

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

1.1 EDUCATIONAL PROGRAM

In the spring of 2018, the District developed a three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) were mapped, and that corresponding curriculum was developed for these standards and then integrated with the academies at each of the school sites.

The District was moving forward with this implementation plan when it suddenly had to move all instruction to distance learning due to concerns regarding the developing COVID-19 pandemic. As the COVID-19 pandemic unfolded, the requirement for students, teachers, and administrators to shelter in

place as of March 16, 2020 profoundly impacted the curriculum mapping plan the District had been implementing. The processes and procedures that had been put into place regarding capacity building of administrators and teachers had to be put on hold while the District pivoted to a distance learning model. This required the District to redeploy 1:1 handheld devices to all students in first through eighth grades in order to continue instruction remotely while ensuring consistent access to online resources and finding ways to provide instruction to all students.

Although the California Department of Education (CDE) was hopeful that students could return to in-person instruction or a hybrid instructional model of distance and in-person learning in the beginning of the 2020-21 academic year, the District is still providing academic instruction through a distance learning model due to State and local protocols related to COVID-19. The District utilized the summer months to refine methods of instruction and provide resources to instructors and other academic support staff members that worked within the distance learning instructional model. The District also evaluated content management systems that could be implemented to provide a more streamlined content delivery system to students and a more effective method of assessing student achievement in a remote setting. The District selected the Canvas Learning Management Platform and has been phasing in the use of Canvas across schools with the goal of full implementation by the end of the current calendar year.

For the 2020-21 school year, distance learning schedules were developed that included three learning spaces: synchronous, asynchronous, and independent. While continuing with distance learning, the District is monitoring and reviewing the academic achievement of students. Principals and other administrative and instructional staff have returned to the school site in order to provide greater support to the distance learning model. To improve the instructional programs and meet the academic needs of the students, a proposed reorganization plan was presented to the Board to align positions more fully with the District's educational program needs.

With the completion of the new instructional spaces of McKinna Elementary, the District now has five 21st century schools, with additional improvements made at 11 other schools in the District. These improvements provide classroom environments in which teachers have the tools to provide the instructional shifts necessary to meet the challenges of distance learning and to provide the environment in which to foster the 21st century skills students need. It is anticipated that the District will transition from a distance learning model to a hybrid instructional model of distance and in-person learning once State and local requirements are met and it is deemed appropriate to do so. Recent fluctuations in the number of COVID-19 cases in Ventura County and the surrounding area have made it difficult to determine a specific date for the implementation of a hybrid model or a return to full, in-person instruction.

1.2 FACILITIES PROGRAM

The District continues to implement the Basic strategy using local funding sources including proceeds from Measure "R" and Measure "D", approved by voters in 2012 and 2016 respectively, as well as developer fee receipts and other facility fund balances allocated to the Program by the Board where available. The continued implementation of Enhanced and Extended strategies remains dependent on receiving State

reimbursements for previously completed projects and the District’s ability to maintain eligibility for State new construction and modernization grants as well as Financial Hardship. The District continues to rely on the Basic and Enhanced strategies due to continued delays in the processing of submitted applications to the SFP and the recent failure to pass a new Statewide bond measure for school facilities in March 2020. This has required the acceleration of bond sales from Measure “D” to continue the implementation of the Program.

Major progress of facilities projects over the last six-month period include:

- Completion of Phase 2 improvements at McKinna Elementary including the demolition of the existing facilities and construction of new playfields, parking, and a walkway path for safe student and staff passage from J Street to the new newly constructed school site
- Submittal of design plans to the Division of State Architect (DSA) for the modernization improvements planned at McAuliffe Elementary and Ritchen Elementary
- Payoff of the District’s 2010 Certificates of Participation, which were originally issued in 1997 to complete construction of Brekke Elementary
- Receipt of approximately \$7.3 million in State aid reimbursements for the Lemonwood reconstruction project, expected in December 2020

Over the long term, the Board and District have discussed and are evaluating the need to further consider options to once again to seek an interim local solution to mitigate the continued delay in the receipt of State aid funds and the impact on the balance of required facility improvements under the Master Construct Program.

1.3 FUNDING & SEQUENCING

The Program is funded by the use of Measure “R” and Measure “D” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

Total sources of funding are anticipated to decrease to approximately \$410 million from \$422.2 million due to decreased State aid revenues. It is recommended that the District proceed with the reconstruction of Rose Avenue Elementary in order to provide additional 21st century learning environments and to better accommodate distance, hybrid, and in-person instructional models as needed. The reconstruction of Rose Avenue Elementary would require local funding at this time, and the construction of Seabridge Elementary would necessitate additional State aid reimbursements to be received or an additional future bond sale from Measure “D” prior to commencing with construction. The total Program Reserve has been decreased from \$21 million to \$8.9 million to accommodate estimated decreases in funding. As reported in June 2020, estimated State revenues assume the District’s ability to recapture its eligibility for applications awaiting review by the State. If enrollment and the consequent eligibility do not rebound in

time to access funding from the remaining applications when reviewed by the State Allocation Board (SAB), the District would require additional local funding in order to make up for the shortfall needed for future projects.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program. The State's delay in processing applications and projected decreases in enrollment by the District has negatively affected current State aid eligibility for Program reimbursements and implementation, providing the need to consider further local funding options. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications.

1.4 RECOMMENDATIONS

It is recommended that the Board:

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

EDUCATIONAL PROGRAM

2.1 EDUCATIONAL PROGRAM OVERVIEW

The Oxnard School District continues to monitor the academic program to ensure that students are learning. There is an emphasis on effective first instruction, creating a collaborative culture, using data to drive decisions, and use evidence-based instructional practices. All of these practices enhance the work already begun with mapping standards, aligning curriculum, and integrating with the academies at the schools. In November 2020, a plan for realignment of the Educational Services Department was presented to the Board to support the District’s vision, mission, and goals for student achievement.

The Academic Goals for the District are:

- All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities
- Student will demonstrate consistent academic growth on District-based assessments
- Student will demonstrate sustainable academic growth by moving one or two levels across the different bands in the SBAC
- The number of students meeting and exceeding standards will increase
- Three to five percent additional students will move from approaching to meeting and/or exceeding standards (3 consecutive years)

2.2 IMPLEMENTATION PLAN AND DISTANCE LEARNING

In the spring of 2018, the District developed a three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standard (NGSS) were mapped, essential curriculum was developed for those standards, and it was integrated with the academies at each of the school sites. This plan detailed when grade levels would map standards, write instructional units, pilot and revise the units, and publish the units. In addition, specific staff development days for both administrators and students were determined. A flow chart was developed to answer the following four questions and determine who was primarily responsible for developing actions to ensure students were learning and were given opportunities for advanced learning activities:

1. What do students need to know and be able to do? (Essential questions in the CCSS and NGSS)
2. How will we know if they have learned it? (Assessments for the CCSS and NGSS)
3. What will we do if they have not learned it? (Multi-tiered Systems of Support)

4. What will we do if they have? (Extension and Enrichment that brings depth and complexity through student created projects)

The District was continuing to move forward with the educational implementation plan when the District had to move all instruction to a distance learning model in the spring of 2020 due to the developing COVID-19 pandemic. A tremendous effort was undertaken to accommodate distance learning in a relatively short period of time in order to complete the 2019-20 academic year. This disruption also meant that staff development was put on hold in addition to the mapping of the standards and alignment of the curriculum to the standards.

As the COVID-19 pandemic unfolded, the requirement for students, teachers, and administrators to shelter in place as of March 16, 2020 profoundly impacted the curriculum mapping plan the District had been implementing. The processes and procedures that had been put into place regarding capacity building of administrators and teachers had to be put on hold while the District pivoted to a distance learning model. This required the District to redeploy 1:1 handheld devices to all students in first through eighth grades in order to continue instruction remotely while ensuring consistent access to online resources and finding ways to provide instruction to students. In addition, online resources needed to be secured and published on the District website so that they were accessible for all students and teachers. The District had to do staff development related to distance learning, including use of new technologies and ways to connect with students, use of current technologies in a different way, and consistent use of online resources.

Although the hope was that in-person would be able to resume during the 2020-21 academic year, the District started the year with a distance learning model due to State and local regulations and public health guidelines. As with every district, this has not been without its struggles. Implementation was smoother in fall 2020 than in the spring as the District made changes based on feedback and lessons learned during the spring. The District was able to refine methods of instruction and provide resources that worked within the distance learning instructional model. For example, the District purchased a learning management platform, Canvas. Teachers upload curriculum into the system so that it is available online to both students and parents by grade and by class. There are links to assessments as well. The District has been phasing in the use of Canvas districtwide and will be in full implementation by December 2020.

For the 2020-21 school year, distance learning schedules were developed that included three learning spaces: synchronous, asynchronous, and independent. Teachers meet with students via Zoom, Google Meets or Teams during synchronous learning time. Students are to work on completing projects and assignments related to the standards to show master of the standards during asynchronous learning time. During independent learning, student work on Lexia Core 5, Lexia Power Up and STMath, software programs the District purchased. For science, the District purchased Mystery Science software programs. Teams of teachers created grade level units for social science that were placed into Canvas. Schedules for each class are located on the District website for easy access for both students and parents.

While continuing with distance learning, the District is monitoring and reviewing the academic achievement of the students. To improve the instructional programs and meet the academic needs of the

students a proposed reorganization plan was presented to the Board to align positions more fully with the District’s educational program needs. A new emphasis was placed on improving authentic engagement, communication and collaboration with the families and community as well as providing equity between the staff, families, and community. The District desires to improve communication with staff, families, and the community as well as to provide enrichment opportunities for all students. Likewise, the District desires to address any systemic inequalities between student groups that include English learners, African American and other sub-groups and to increase engagement with these families.

It is anticipated that the District will transition from a distance learning model to some form of a hybrid instructional model that incorporates both distance and in-person learning once State and local requirements are met and it is deemed appropriate to do so. Recent fluctuations in the number of COVID-19 cases in Ventura County and the surrounding area have made it difficult to determine a specific date for the implementation of a hybrid model in addition to a return to full, in-person instruction.

2.3 INSTRUCTIONAL CHANGES AND 21ST CENTURY LEARNING

Instructional changes and the learning environments in which to make these changes continue to be important if students are going to be prepared for the digital workforce they will enter. Governors across the nation of both the Democrat and Republican Parties became concerned that students were not prepared for the workforce and wanted changes to the educational system. In the early 2000s business leaders, educators, academics scholars, and government leaders came up with a list of skills that were most important for students to have to be prepared for the rapidly changing digital workforce and these were called the 21st Century skills. These skills include learning and innovation skills, digital literacy, career and life skills, creativity, communication, critical thinking, analyzing, problem solving, teamwork, and collaboration. The World Economic Forum divided the skills students needed to be successfully prepared for the work force into Hard Skills and Soft Skills. The Hard Skills were reading, writing and arithmetic. The Soft Skills were creativity, curiosity, communication, critical thinking, problem solving, social skills, exploration, inquisitiveness, grit, innovate, imagination, motivation, agility, adaptability, imagination, and self-management. It is important that teachers provide opportunities for students to engage in classwork that supports learning and using these 21st century skills.

The District now has five 21st century schools with additional improvements made at 11 other schools in the District. These improvements provide the classroom environments in which teachers have the tools to provide the instructional shifts necessary to meet the challenges of distance learning and to provide the environment in which to foster the 21st century skills students need. They have the necessary technology with three monitors that support both in classroom and distance learning. These learning environments also support hybrid instructional models with the teacher teaching some of the students at home while others are in class. Because the furniture is mobile and flexible, it is easily reconfigured to meet the needs for six-foot space between students if bringing students back to school in a “hub” for additional instructional support to a small group of students. In addition, multiple white boards provide students the opportunity to work at wall surfaces a distance from other students. The teacher can check their work and provide feedback from a distance as well. In addition, students can show their work on the

monitors so that instructional feedback can be given from which all students can learn. The online resources the District has procured for distance learning can continue in a hybrid learning model. These resources can provide appropriate instruction to a larger group of students allowing the teacher to work more directly with a small group of students on specific skills they are lacking or on processes to become more independent and self-directed learners who are engaged and using 21st century skills. These classrooms can be used as the model spaces for bringing students back to school in a safe and healthy manner.

The current situation also requires teachers, students and administrators to move beyond the superficial use of technology and digital devices into pedagogies that support deep learning and understanding by looking at their curriculum to determine if the assignment:

- (1) requires critical thinking on the web;
- (2) opens new lines of inquiry;
- (3) provides new opportunities for the students to engage with authentic audiences from around the world;
- (4) provides for the student to “publish” and then receive feedback from authentic audiences; and
- (5) provides the student an opportunity to create a contribution.

Curriculum and assignments will need to be altered over time to include new assignments that engage students, provide for student voice and choice, and incorporate the above strategies with the use of technology and digital devices to create deep learning and understanding, regardless of the instructional model implemented. The work the District has begun with mapping of the standards and creating online content and resources for these standards that are aligned with the academies, and developing mobile and flexible learning spaces that support 21st Century learning with robust technology position the District to implement curriculum and assignments that achieve deep learning and understanding.

STATE & LOCAL CONSIDERATIONS

Periodically, the District receives updates on State and local considerations that may impact the implementation of the Master Construct Program. The following section provides a brief update of the considerations surrounding the COVID-19 pandemic as well as the suggested need to continue planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Program.

3.1 COVID-19 PANDEMIC

The World Health Organization declared the outbreak of COVID-19 a pandemic in March 2020. In March 2020, the State of California issued a statewide “Shelter in Place” order resulting in school districts across the State to close schools and immediately shift to remote learning for the remainder of the school year and rethink school openings and operations for the 2020-21 academic year and beyond. Since then, the State has established a blueprint for reducing COVID-19 with revised criteria for loosening and tightening restrictions on activities including public school instruction. Every county in California is assigned to a tier based on its test positivity and adjusted case rate for tier assignment. Additionally, a health equity metric took effect on October 6, 2020. In order to advance to the next less restrictive tier, each county needs to meet an equity metric or demonstrate targeted investments to eliminate disparities in levels of COVID-19 transmission, depending on its size. As it pertains to public school instruction, schools in counties within Tier 1 are not permitted to reopen for in-person instruction, with an exception for waivers granted by local health departments for TK-6 grades. Schools that are not authorized to reopen, including TK-6 schools that have not received a waiver, may provide structured, in-person supervision and services to students under the Guidance for Small Cohorts/Groups of Children and Youth.

Schools are eligible for resuming at least some in-person instruction following California School Sector Specific Guidelines once the county is out of Tier 1 (and thus in Tier 2) for at least 14 days, which is similar to being off the County Data Monitoring List for at least 14 days. The first day a county is considered in Tier 2 is the Wednesday after the weekly county tier assignments are announced and posted on the CDPH website (Tuesdays). For example, if a county is assigned to Tier 2 on Tuesday, October 13, the first full day the county is in Tier 2 is Wednesday, October 14. The county will have completed 14 days in Tier 2 on Tuesday, October 27 and may reopen schools for in-person instruction on Wednesday, October 28. As noted above, local public health officials may continue to implement or maintain more restrictive public health measures if the local health officer determines that health conditions in that jurisdiction warrant such measures.

		Higher Risk → Lower Risk of Community Disease Transmission***			
		Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Measure					
Adjusted Case Rate for Tier Assignment** (Rate per 100,000 population* excluding prison cases^, 7 day average with 7 day lag)	>7	4-7	1-3.9	<1	
Testing Positivity^ (Excluding prison cases^, 7 day average with 7 day lag)	>8%	5-8%	2-4.9%	<2%	

As stated in the July 17, 2020 School Re-opening Framework, schools are not required to close if a county moves back to Tier 1 but should consider surveillance testing of staff. However, if a school or district had not already reopened for in-person instruction while in Tier 2 and is then moved to Tier 1, it may not reopen those schools until the county moves back to Tier 2 and remains in Tier 2 for 14 days. In the case of the Oxnard School District, the 2020-21 academic school year commenced while Ventura County was still in Tier 1. The County moved into Tier 2 on October 5, 2020 and the District began the process of implementing a hybrid instruction model; however, the County has since reentered Tier 1 as of November 16, 2020.

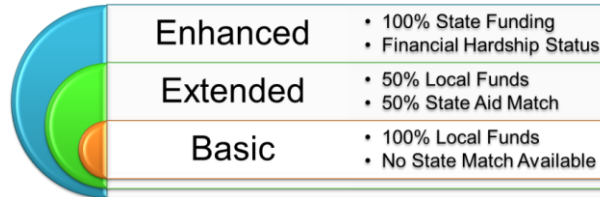
Therefore, the District continues to face the difficult task of providing a distance learning program for students as they have transitioned from the traditional school model of one teacher with a group of students in one room to distance learning with students participating remotely. The District is also having to face the challenge of establishing protocols, timing, and implementation of a hybrid learning model with the goal of resuming full-time, in-person instruction when it is deemed appropriate to do so. In the meantime, the number of COVID-19 cases in Ventura County and the surrounding area continue to fluctuate, jeopardizing a specific date for the implementation of hybrid or in-person instruction at this time. The District will need to continue to adapt to the guidance provided by local and State public health officials.

As it pertains to the facilities program, the CDE and the DSA have not provided updates to building codes or requirements for California public K-12 schools specifically related to the pandemic. Design and construction of the District’s facilities will continue to adhere to the guidance and requirements provided by the appropriate State and local agencies with jurisdiction over such projects. Any material changes to these requirements will be shared with the District and Board in a timely manner, so that decisions regarding potential impacts on the District’s educational specifications may be considered. Meanwhile, public school construction and related activities continue to be categorized as an essential infrastructure sector by the Federal Government and construction of the District’s projects have continued while adhering to local public health guidance since the “Shelter in Place” order was issued in March 2020.

3.2 PROGRAM CONSIDERATIONS

Since the beginning of the Master Construct Program, the District has maintained a requirement of flexibility in funding, sequencing, and scope of proposed projects. This is embedded in the District’s adoption of an integrated Basic, Extended, and Enhanced strategies to fund the Master Construct Program as summarized below:

Figure 1: District Adopted Funding Strategies



Enhanced	<ul style="list-style-type: none">• 100% State Funding• Financial Hardship Status
Extended	<ul style="list-style-type: none">• 50% Local Funds• 50% State Aid Match
Basic	<ul style="list-style-type: none">• 100% Local Funds• No State Match Available

During this period, the District has completed the P2P construction of Driffill, the reconstruction of Harrington, Elm, Lemonwood, McKinna, and a new classroom building at Marshall to complete its transformation into a K-8 school. Construction of TK/K, and special education facilities at various existing sites was also completed. Land has been purchased for the Seabridge and Doris Patterson K-5/6-8 schools. Likewise, Division of State Architect (DSA) design approvals have been received for the K-5 reconstruction of Rose Avenue and the new construction of Seabridge.

The Master Construct Program recommended the reconstruction of the permanent capacity of Marina West and Sierra Linda as 21st Century schools, however those projects were removed from the adopted Master Construct Program, due to lack of anticipated funding in the foreseeable future. The next phases of improvements call for the construction of a new Seabridge Elementary, reconstructing Rose Avenue School, and constructing elementary/middle school facilities at the Doris/Patterson site. Previously, the new Seabridge Elementary was planned to be constructed from existing local funds, and the reconstruction of Rose Avenue was anticipated to be dependent on future local and State funding. It is recommended that due to further delays in State reimbursements and grants that the District now proceed with the reconstruction of Rose Avenue by utilizing existing local funds and utilize future local and State funding to construct Seabridge Elementary. The new facilities planned at Doris/Patterson site are anticipated to be funded through a combination of future bond sales and State aid reimbursements.

While current enrollment trends are forecasting decline, select school sites within the District exceed the ability to house students in permanent classrooms, thus relying on portable facilities. In addition, some of these portable and permanent facilities may already be in use as support spaces or other educational programs that are not fully loaded with students throughout the day or utilize a lower classroom loading (e.g., computer labs, piano labs, academy rooms, special education, RSP programs, etc.) necessary to the conduct of the adopted educational program and not readily available to support additional classroom use immediately.

Continued investment in the new Seabridge Elementary and Doris/Patterson sites will provide long term permanent capacity and ability to remove portable classrooms and house students in the desired permanent 21st Century Learning Environments, providing more equitable facilities and planning for any growth in the future should trends and needs change. The new facilities may also provide the ability to accommodate shifts in available space during periods of constructing new classrooms or modernizing existing classrooms, reducing the need for potential interim housing during construction. It may also be useful in accommodating additional support and enrichment space that may be required in portable facilities based on the needs of the educational program or recommendations regarding its reconfiguration, if needed.

Additional 21st century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily drawn from a combination of existing local sources and anticipated State aid reimbursements. However, delays by the State in the processing of eligible District grant applications and in the limited sale of voter-approved Prop. 51 bonds have reduced grant reimbursements by the State, reducing the receipt of funds from remaining eligible projects. Delays in program implementation subject remaining projects to escalating market costs, which may reduce the number of projects that may be funded overall. Over the long-term, the District may be required, once again, to supplement the Basic Strategy and start planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Master Construct Program.

FACILITIES PROGRAM

The Master Construct Program implements planned 21st century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program.

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21st Century Learning Environment improvements that meet adopted Board specifications and program requirements. To date, most replacement school projects are either complete or underway.

The next phases of improvements call for the construction of new elementary and middle school facilities and reconstructing Rose Avenue school. Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements.

The following section provides an update of projects under management and projects anticipated to be initiated over the next six-month period. Project highlights are presented along with proposed adjustments to the budget and timeline. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in this report.

4.1 COMPLETED PROJECTS

Completed projects include upgrades to kindergarten and science labs across eight school sites and the reconstruction of Harrington, Lemonwood, Elm, and McKinna elementary schools. McKinna Elementary achieved Substantial Completion in February 2020 for Phase 1 improvements including the buildings and associated sitework, such as fencing, parking lot construction and landscaping. Phase 2 construction at McKinna was completed in September 2020 and included the demolition of the existing facilities and construction of new playfields, parking, and a safe walkway path for safe Students and Staff from J Street to the new newly constructed school site.

Other completed projects include the construction of Kindergarten Annex facilities at Harrington and Lemonwood, addition of the new 6-8 classroom building at Marshall, and the acquisition of the Seabridge K-5 elementary school site. Additional completed projects include kindergarten/flex classrooms at Brekke, McAuliffe, Ramona, and Ritche, and the acquisition of the Doris/Patterson K-5/6-8 school site. Funding for the projects to date has been from local sources, primarily Measure “R” and Measure “D”.

4.2 PROJECTS UNDERWAY

The design plans for the new Seabridge and reconstructed Rose Avenue schools have received Division of State Architect (DSA) approval. Planning efforts associated with the LAFCo approval for the Doris/Patterson project continue; however the project has not yet begun the design process. The design plans for the modernization efforts planned at McAuliffe and Ritchen elementary schools were submitted to DSA for review in October 2020 and are anticipated to receive DSA approval in February 2021. The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

4.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue project consists of a 58,347 square foot, two-story 23 general purpose classroom building, with 4 kindergarten classrooms, 1 kinder-flex, and 2 SDC classrooms, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is planned to be constructed in two (2) phases. During Phase-1, the new campus buildings will be built on the existing play fields. Phase-2 will consist of the demolition of the existing campus and construction of new play areas. DSA approval of the plans was received in July 2019.

Construction of the project is on hold pending the availability of State reimbursements and/or matching State grants. It is important that the improvements commence before expiration of any plans approved by DSA. Specifically, a school district shall, according to DSA and governing regulations, commence construction before the two-year anniversary of DSA approval otherwise risk voiding the approval. The regulations allow DSA to renew the approval on an annual basis, not to exceed four years, but authorize DSA to require school districts to revise the plans and specifications at its discretion to meet current regulations (e.g. Title 24 code changes).

Since the completion of all work must be achieved within four years of DSA approval, it is recommended that the District proceed with the construction of Rose Avenue Elementary utilizing existing local funds on hand. Over the next six months, CFW would commence with the negotiation of a guaranteed maximum price (GMP) with the selected builder and the procurement of the necessary professional consultants to proceed with the reconstruction of the school. Once negotiations are completed, the District would establish a date to begin construction.

Subject to the District maintaining sufficient enrollment, an application for new construction School Facility Program (SFP) Financial Hardship funding was submitted to the State in October 2019 for an estimated \$21.2 million and is on the State's "beyond bonding authority" list awaiting review. Considering the current backlog of OPSC applications, the District's place in line for the project, and the current availability of State funding, it may take more than a year for OPSC to begin processing the application. If the District proceeded with the reconstruction of Rose Avenue using local funds, this application would be amended to seek a 50 percent reimbursement from the State pending availability of State funds and the District's eligibility at the time that the application is reviewed. This approach would result in a reduction in the overall amount of anticipated State aid receipts by \$10.8 million. The approved "all in"

budget for the Rose Avenue project is \$30.7 million, and no adjustment to the overall budget is recommended at this time.

4.2.2 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The Seabridge K-5 Elementary project consists of a 48,802 square foot, two-story 19 general purpose classroom building, with 4 kindergarten classrooms, 1 SDC classroom, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces, including parking. In October 2018, this project received DSA approval for construction. At this time, the District is still seeking final approval of a Coastal Development Permit from the City of Oxnard in order to proceed with construction. In June 2019, an application for a Coastal Development Permit was submitted to the City for review and approval; as of the date of this report, the project is still awaiting approval. The District subsequently received a communication from the City with requests to provide additional information and go thru the City's planning process in order to get approval. In the last six months, the District's consultants have been in communication with the City regarding the requests to further align the school's design with the surrounding neighborhood and the City's planning regulations. However, some of the requests were found to be in conflict with DSA and CDE requirements, and negotiation with the City continues. Once final approval is received the project will be rebid and a construction schedule established. The current Board approved "all in" budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time; however, adjustments may be required subject to future bid outcomes as described above.

4.2.3 DORIS/PATTERSON NEW CONSTRUCTION

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, or a combined K-8 campus plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. Pursuant to the Ventura County Local Agency Formation Commission (LAFCo), this project requires annexation into the City of Oxnard. The District's LAFCo consultants have conducted meetings with the City of Oxnard to review the project and to garner initial feedback on the proposed use of the site as part of the LAFCo pre-application process. In particular, the City has requested coordination with the Teal Club developer regarding utilities and other infrastructure improvements surrounding the Doris/Patterson site. The scope of off-site improvements requested by the City far exceed the demands of the proposed District project, and additional discussions will need to be conducted to determine a suitable scope for off-site improvements germane to the District's proposed projects. The current Board-approved budget is \$800,572 for the project's environmental planning and LAFCo efforts and \$9.2 million for land acquisition. No budget adjustments are recommended at this time.

4.2.4 MCAULIFFE ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of McAuliffe Elementary, including its 28 classrooms, STEAM Academy lab and piano lab, and support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and support school facilities. Proposed improvements for permanent classrooms include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the library into a Media Center is proposed, as are improvements to the multipurpose room, the HVAC system and converting two adjacent supply rooms into administrative and counselor space. In October 2020, the design team submitted the design plans to the DSA for review. DSA approval is anticipated to be obtained by February 2021. An application to the California Department of Education (CDE) is anticipated to be submitted to the CDE by December 2020. The adopted “all-in” budget for the McAuliffe project, including hard and soft costs is \$4,959,744. No change to the adopted budget is proposed at this time.



Rendering of Sample Modernized Classroom Facilities – by IBI Group

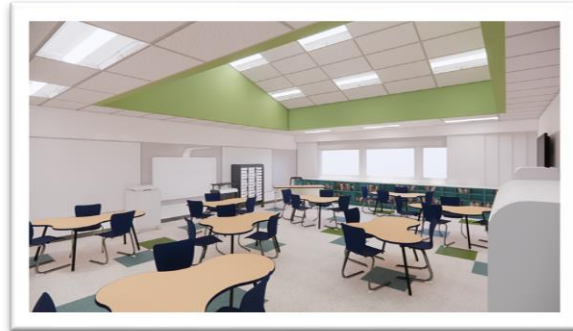


Rendering of Modernized Library/Media Center (left) and MPR (right) Facilities – IBI Group

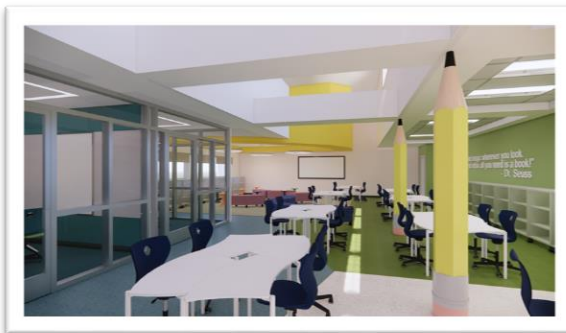
4.2.5 RITCHEN ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of Ritchen Elementary, including its existing 28 classrooms, science and piano labs, MPR, library and support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and student support facilities. Proposed improvements include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, HVAC, and furnishings, as well as data and other technology upgrades. In conjunction with the McAuliffe modernization, the design team submitted design plans to the DSA for review in October 2020,

with DSA approval is anticipated by February 2021. A CDE application is also anticipated to be submitted by December 2020. The adopted “all-in” budget for the Ritchen project, including hard and soft costs is \$4,905,850. No change to the adopted budget is proposed at this time.



Rendering of Sample Modernized Classroom Facilities – IBI Group



Rendering of Modernized Library/Media Center and STEAM Facilities – IBI Group

4.3 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of projects as presented through an ongoing series of workshops or Board action items. As part of this report, it is recommended that the Board accept recommendations within this section to add proposed projects, adjust budgets, schedules and timelines as indicated, based on Board approval as needed.

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities for the Master Construct and Implementation Program. Major funding sources include Measure “R” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The Program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding for school facilities as State funds become available under the School Facility Program (SFP) and other related programs that fund public school facilities construction.

By December 2020, the District will have received approximately \$27 million in State aid grants for reimbursements to support the program. This includes approximately \$9 million for prior Driffill Elementary improvements, \$9.7 million for the reconstruction of Harrington, \$1.1 million for modernization improvements at Fremont, and \$7.3 million for the reconstruction of Lemonwood. Approximately \$60.6 million in remaining submitted new construction and modernization applications remain in line at the State for review and funding. The next application in line for review by the State includes a \$4.5 million application for reimbursement funds for the Marshall new classroom building project. It is anticipated that this application will be returned to the District by the State because the District will likely exceed remaining new construction eligibility at the time of the application review. A further review of the SFP programs and estimated District eligibility is provided below.

All Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. The District has issued approximately \$106 million in Measure “D” bonds in support of Phase 2 improvements, leaving approximately \$36.5 million in remaining authorization, and all previous bond authorization has been fully issued and appropriated. The District recently completed the sale of the next series of Measure “D” of approximately \$11 million to provide additional funding for the construction of projects.

The following provides an update to the prior Program funding and expenditures provided to the Board in the June 2020 report. This section provides a comprehensive review of the funding program, including a review of State aid grants, projected local developer fees, and local general obligation bond proceeds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed

activities over the next six-month period. Potential shortfalls due to SFP eligibility caused by enrollment decline, or further delays in receipt of State aid are identified and provided for review and further consideration.

5.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible school districts through the School Facility Program (SFP). OPSC administers various programs pursuant to State law and provides projects to be considered by the State Allocation Board (SAB) for funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project-specific costs. Individual pupil grant amounts are periodically reviewed for adjustment by the SAB. The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a hardship review and approval by the OPSC and the SAB, subject to additional constraints and requirements.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Therefore, new construction applications received on or after September 12, 2018 and modernization applications received after February 28, 2019 will henceforth be placed on an "Applications Received Beyond Bond Authority" waiting list in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for State funds, the governing board of a district is required to adopt a resolution acknowledging the shortfall and the application's inclusion under the "Applications Received Beyond Bond Authority List."

With recognition that bond authority for projects is exhausted, the State placed Proposition 13, the "Public Preschool, K-12, and College Health and Safety Bond Act of 2020," on the March 2020 ballot. Proposition 13 included a \$15 billion facilities bond to replenish facilities funding available to school districts and higher education institutions across the state, with \$9 billion to be allocated for K-12 education. The bond was not approved by voters. At this time, no decision has been made as to when the State will offer another opportunity for a statewide facilities bond to the voters.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are

summarized below as well as the District’s current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

5.1.1 STATE AID MODERNIZATION

The SFP Modernization Program provides funds on a 60-40 State and local sharing basis for improvements that enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2020 pupil grant is currently \$4,741 for elementary grades and \$5,014 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under Senate Bill 50 (SB 50), the State provides the option of a “Like for Like” approach towards utilizing available modernization eligibility towards new construction. The “Like for Like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district’s new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under “Like for Like” would be based on the modernization grant eligibility on a site-by-site basis. The District continues to utilize this approach, where applicable, to augment the amount of funding available to construct replacement school facilities.

Tables 1 and 2 summarize the District’s remaining estimated eligibility for State modernization grants for 311 permanent and 46 portable facilities that by the end of the Program would have been last modernized or placed in service at least 25 or 20 years ago, respectively. No changes in estimated eligibility are reported since the June 2020 report. As reported in June 2020, when an application is reviewed, the subject school site’s eligibility will be dependent on enrollment at that time. These amounts exclude any estimated additional grants anticipated beyond the base pupil grants for associated site development costs. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized, as explained later in this section.

As shown in Table 1, the District may be eligible for approximately \$38.7 million in remaining matching modernization grants from permanent classrooms over time with approximately \$16.1 million is currently

available for two elementary schools (McAuliffe and Ritche) and two of the middle schools (Haydock and Frank), with Frank having the largest amount of grant eligibility available. Approximately \$5.7 million in grants are estimated to become eligible in the FY 2021-25 period. The remaining eligibility of approximately \$16.19 million is not fully eligible for grant funding until the FY 2026-29 period. To access these funds, the District must design and receive DSA project approval prior to the submittal of an application for modernization funding of a facility.

Table 1: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	25	0		0		25	\$2,915,715	0		\$2,915,715
Chavez	36	0		0		0		36	\$4,210,008	\$4,210,008
Curren	0	0		0		0		0		\$0
Driffill	0	0		0		0		0		\$0
Elm	0	0		0		0		0		\$0
Frank	44	0		44	\$5,956,632	0		0		\$5,956,632
Fremont	35	0		0		0		35	\$4,738,230	\$4,738,230
Harrington	0	0		0		0		0		\$0
Haydock	32	32	\$4,332,096	0		0		0		\$4,332,096
Kamala	0	0		0		0		0		\$0
Lemonwood	0	0		0		0		0		\$0
Marina West	20	0		0		0		20	\$2,370,500	\$2,370,500
Marshall	26	0		0		0		26	\$3,081,650	\$3,081,650
McAuliffe	25	25	\$3,001,053	0		0		0		\$3,001,053
McKinna	0	0		0		0		0		\$0
Ramona	23	0		0		23	\$2,754,521	0		\$2,754,521
Ritche	24	24	\$2,825,636	0		0		0		\$2,825,636
Rose Avenue	0	0		0		0		0		\$0
Sierra Linda	21	0		0		0		21	\$2,489,025	\$2,489,025
Soria	0	0		0		0		0		\$0
Total	311	81	\$10,158,785	44	\$5,956,632	48	\$5,670,236	138	\$16,889,413	\$38,675,066

*Current dollars

As reported in June 2020, Table 2 demonstrates remaining eligibility of approximately \$2.1 million for portable classrooms that exceed their 20-year life and are eligible for modernization during the term of the Program. To date, approximately \$3.5 million in modernization applications have been submitted to the OPSC for grant reimbursements. Modernization funding applications will be submitted to the OPSC for the modernization improvements planned at McAuliffe and Ritche elementary schools upon receipt of DSA and CDE approval of the design plans.

Wherever possible, the District has attempted to accrue as much State aid eligibility as possible before proceeding with the demolition and reconstruction of eligible facilities, including replacement schools. Since portable classrooms were introduced at specific sites at various dates to accommodate accelerating enrollment in prior periods, not all portable classrooms are eligible for reimbursement at the same time or in the scheduled implementation of the Master Construct Program. Therefore, in certain cases, not all eligibility has been able to be utilized on a project-by-project basis before commencing with the replacement of a facility.

Table 2: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	0	0		0		0		0		\$0
Chavez	0	0		0		0		0		\$0
Curren	2	0		0		2	\$237,050	0		\$237,050
Driffill	0	0		0		0		0		\$0
Elm	3	0		3	\$355,575	0		0		\$355,575
Frank	0	0		0		0		0		\$0
Fremont	8	8	\$1,083,024	0		0		0		\$1,083,024
Harrington	5	3	\$355,575	2	\$237,050	0		0		\$592,625
Haydock	1	0		0		1	\$155,434	0		\$155,434
Kamala	6	0		5	\$592,625	1	\$118,525	0		\$711,150
Lemonwood	7	6	\$711,150	1	\$118,525	0		0		\$829,675
Marina West	2	0		0		0		2	\$293,942	\$293,942
Marshall	0	0		0		0		0		\$0
McAuliffe	1	1	\$118,525	0		0		0		\$118,525
McKinna	4	4	\$474,100	0		0		0		\$474,100
Ramona	0	0		0		0		0		\$0
Ritchen	0	0		0		0		0		\$0
Rose Avenue	3	0		0		3	\$355,575	0		\$355,575
Sierra Linda	3	0		0		3	\$379,280	0		\$379,280
Soria	0	0		0		0		0		\$0
Total	46	22	\$2,742,374	11	\$1,303,775	10	\$1,245,864	2	\$293,942	\$5,585,955
Submitted Applications										
Project 1 - Fremont		8	\$1,083,024							
Project 1 - McAuliffe		1	\$118,525							
Harrington Kinder Annex				5	\$592,625					
Lemonwood K-8 Portables		6	\$711,150	1	\$118,525					
Elm Portables				3	\$355,575					
McKinna Portables		4	\$474,100							
Total		19	\$2,386,799	9	\$1,066,725	0	\$0	0	\$0	\$3,453,524
Remaining Eligibility		3	\$355,575	2	\$237,050	10	\$1,245,864	2	\$293,942	\$2,132,431

*Current dollars

Should enrollment trends change over time at each site and at the time a modernization application is submitted, the estimated grant amounts may increase or decrease further. In addition, at time of application, additional grant dollars may be garnered by identification of eligible Special Day Class (SDC) pupils per site, as SDC pupils are assigned a higher per pupil grant amount than standard pupils. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board, the planned use of these classrooms to house students, available matching funds, sustained enrollment, and the corresponding timeline and schedule adopted as part of the Master Construct Program.

5.1.2 STATE AID NEW CONSTRUCTION

The State’s New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity

to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for elementary grades and 27 students per classroom for middle grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved; a district may apply for funding on a 50/50 State grant/local match basis. The 2020 pupil grant is currently \$12,451 for elementary grades and \$13,169 for middle grades and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

By December 2020, the District will have received approximately \$27 million in State aid grants for reimbursements to support the program. Previous State aid receipts include approximately \$9 million for prior Driffill Elementary improvements, \$9.7 million for the reconstruction of Harrington, and \$1.1 million for modernization improvements at Fremont. The District anticipates the receipt of approximately \$7.3 million in reimbursement grant funding from the State for the Lemonwood reconstruction project by December 2020.

The next application in line for review by the State includes an application for reimbursement funds for the Marshall new classroom building project totaling approximately \$4.5 million. The District is awaiting receipt of a “15 day letter” from the State which will require a review of the District’s new construction eligibility. Upon receipt of the letter, an analysis will be conducted to review current data for new housing development and County birth rate information to review enrollment projections and new construction eligibility. Given that the District has currently exceeded remaining new construction eligibility, it is likely that the District will not qualify for this application, however this will be reviewed at time of receipt of the official “15 day letter” request. Should the District not qualify at that time, the application will be returned to the District. The District will have the option to resubmit the application; however this would result in the District losing its place in line.

In November 2020, the District received a notice from the OPSC requesting a substantial progress report for the new construction and modernization funds previously received for the Harrington reconstruction and Fremont modernization projects. A Form 50-06 (Expenditure Report to close project) and DLOPE

report (Detailed Listing of Project Expenditures) are required to be prepared for each project and are due to the State by January 8, 2021. Preparation of these reports is underway. Once the reports are complete, the District will need to have the District’s auditor conduct an audit of the funds to comply with the applicable laws and regulations and submit the final audit to the State Controller Office. The expenditure reports due to the OPSC must be submitted before the audit is completed.

Table 3 presents the latest ranked order of State workload list applications as of September 30, 2020, to be allocated to fund the remaining applications for the Master Construct projects that await funding and review by the State. As shown, \$56.1 million in applications (beyond the pending Marshall new construction application) await funding and review, including \$53.8 million for new construction and \$2.3 million for modernization. Eligibility for these funds continue to be impacted by substantial enrollment decline. Based upon State requirements, a new construction baseline eligibility completed for the District does not support funding of any new construction applications at this time.

Table 3: Estimated State Ranked Funding Order of Submitted District Applications

Projects	Type	Total Grant	Applications Ahead
Marshall	New Construction	\$4,484,704	Pending
	Subtotal	\$4,484,704	
Elm	New Construction	\$9,017,141	\$888,930,718
Harrington Kinder Annex	Modernization	\$638,165	\$962,259,247
Lemonwood Portables	Modernization	\$829,675	\$1,077,602,449
Ritchen Kinder	New Construction	\$840,861	\$1,406,595,728
Brekke Kinder	New Construction	\$678,482	\$1,407,403,955
McAuliffe Kinder	New Construction	\$896,499	\$1,408,049,803
Lemonwood Use of Grants	New Construction	\$2,048,164	\$1,440,732,934
Elm Use of Grants	New Construction	\$896,472	\$1,442,670,381
Marshall Use of Grants	New Construction	\$1,030,544	\$1,443,503,205
McKinna	New Construction	\$10,751,627	\$1,444,460,581
McKinna Use of Grants	New Construction	\$1,033,433	\$1,454,708,131
Elm Portables	Modernization	\$355,575	\$1,455,668,192
McKinna Portables	Modernization	\$474,100	\$1,456,073,071
Ramona Kinder	New Construction	\$629,766	\$1,460,931,276
Seabridge + Land	New Construction	\$14,337,555	Beyond Authority List
Seabridge Use of Grants	New Construction	\$846,668	Beyond Authority List
Rose Avenue	New Construction	\$10,766,932	Beyond Authority List
	Subtotal	\$56,071,659	
	Total	\$60,556,363	

The OPSC has maintained the opportunity for districts to be reimbursed up to five years after the date of construction of new facilities should there be an upswing in enrollment or increased residential development that would justify additional eligibility. Such new eligibility may be documented and applied for reimbursement of previously constructed facilities within the five-year window. However, in order to utilize this option, the State needs to have an ongoing active and fully funded facilities program at that time; otherwise a district may once again be subject to fluctuations in enrollment while waiting in line, which has been the case for the District over the last five years. If enrollment and the consequent eligibility do not rebound in time to access the funding of the remaining applications by the SAB, the

District would be in need of additional local funding to make up for the shortfall for future projects not yet being implemented.

5.1.3 FINANCIAL HARDSHIP FUNDING

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

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

At this time, the District has exceeded its net bonding capacity by 60 percent and may be eligible for Financial Hardship.

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State's grant in lieu of the District's match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at "close out", or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional local funding must be provided thereafter to complete a hardship project.

As pointed out in other cases, the OPSC has implemented a change to the Financial Hardship program requiring that the Financial Hardship period begin on the date of application, regardless of the date an application is reviewed by OPSC or approved by the SAB – restricting its use. This requires that the District sequence projects proposed for Financial Hardship after any and all anticipated and available capital funds are encumbered, which may result in delaying Financial Hardship projects to later implementation phases of the Master Construct Program, once other funds have been exhausted.

A new construction funding application requesting Financial Hardship was submitted to the State in October 2019 for the Rose Avenue project and is currently on the State's "Beyond Authority List" of

acknowledged but not processed applications. Should the District proceed with construction of Rose Avenue from existing funds, a revision to this application would be required when reviewed by the State.

5.1.4 SUBMITTED STATE AID APPLICATIONS

Table 4 presents State aid applications that have been filed with the OPSC and are either in the review process or are awaiting review and funding by the State, totaling approximately \$60.6 million. It also reflects the current pupil grant amounts in effect for 2020 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs. The majority of these applications rely on the actual or projected number of students and associated pupil grants available to house those students. The balance relies in large part on the application of a “use of grants” provision allowed by the SFP to accelerate additional funding by applying for additional grants to be used in the construction of a school facility. The “use of grants” approach allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A district is not required to actually load the classroom at the higher local standard when built.

Table 4: Submitted State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Marshall	New Const.	316	100	216	0	0	0	\$4,089,604	\$395,100	\$4,484,704
Elm	New Const.	600	600	0	13	13	0	\$7,774,787	\$1,242,354	\$9,017,141
Harrington Kinder Annex	Mod.	125	125	0	0	0	0	\$592,625	\$45,540	\$638,165
Lemonwood Portables	Mod.	175	175	0	0	0	0	\$829,675	\$0	\$829,675
Ritchen Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$211,095	\$840,861
Brekke Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$48,716	\$678,482
McAuliffe Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$266,733	\$896,499
Lemonwood Use of Grants	New Const.	160	82	78	0	0	0	\$2,048,164	\$0	\$2,048,164
Elm Use of Grants	New Const.	72	72	0	0	0	0	\$896,472	\$0	\$896,472
Marshall Use of Grants	New Const.	80	32	48	0	0	0	\$1,030,544	\$0	\$1,030,544
McKinna	New Const.	675	675	0	35	26	9	\$9,327,682	\$1,423,945	\$10,751,627
McKinna Use of Grants	New Const.	83	83	0	0	0	0	\$1,033,433	\$0	\$1,033,433
Elm Portables	Mod.	75	75	0	0	0	0	\$355,575	\$0	\$355,575
McKinna Portables	Mod.	100	100	0	0	0	0	\$474,100	\$0	\$474,100
Ramona Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$0	\$629,766
Seabridge + Land	New Const.	575	575	0	13	13	0	\$7,463,512	\$6,874,043	\$14,337,555
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	\$846,668	\$0	\$846,668
Rose Avenue	New Const.	675	675	0	35	26	9	\$9,327,682	\$1,439,250	\$10,766,932
Total		3,779	3,437	342	168	78	90	\$48,609,587	\$11,946,776	\$60,556,363
<i>Total New Construction Pupils Used</i>		<i>3,304</i>	<i>2,962</i>	<i>342</i>	<i>168</i>	<i>78</i>	<i>90</i>			
<i>Total Modernization Pupils Used</i>		<i>475</i>	<i>475</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>			

At this time, the District has submitted 18 applications awaiting State reimbursement approximately \$60.6 million. In December 2020, the District is expected to receive approximately \$7.3 million in reimbursement grant funding from the State for the apportioned Lemonwood reconstruction application. Pending review of eligibility at time of receipt of the formal “15 day letter” notice for the Marshall new construction application (\$4.5 million), it is anticipated that the application will be returned to the District by the State due to the insufficient eligibility. The District will have the option to resubmit the Marshall application, which would result in the application being placed in line for future review and subject to the

District regaining its funding eligibility. The funding amounts from remaining applications awaiting review assume the District is able to regain or maintain its previous enrollment; otherwise any shortfall will need to be funded from local sources under the Basic Strategy.

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications.

5.2 DEVELOPER FEES

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

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$4.08 per square foot of residential development and \$0.66 per square foot of commercial and industrial development
- **Level 2** fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program's inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$8.5 million in additional developer fee revenues as of June 30, 2020, for a grand total of \$11.9 million in collected revenues.

The District adopted a Residential and Commercial/Industrial Development School Fee Justification Study in April 2020 prepared by Cooperative Strategies that established the justification for collecting Level 1 fees. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$2.69 per square foot for residential development and \$0.436 per square foot for commercial development.

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 8,199 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 8,199 future units, 5,165 are expected to be single family detached and 3,034 are expected to be multi-family attached units. By dividing the total amount of anticipated units (8,199) by the buildout period (15 years), it is anticipated that approximately 547 units may be built each year from 2020 through 2035. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the current Level 1 fee of \$2.69 per square foot of new residential development and the total square footage of approximately 1.2 million resulting from the construction of 547 units, the District could expect to receive an estimated \$3.2 million in developer fees annually.

In April 2020, the District adopted a School Facilities Needs Analysis, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of \$3.83 per square foot for all new future residential units built within the District's boundaries. Using available County and local data, the Study estimates that only 2,215 residential single and multi-family homes, totaling 3,396,821 square feet, will be built in the District over the next five years. For the five-year period being examined, this would equate to approximately 443 new residential units per year instead of the 547 unit average calculated in the Level 1 Study. The resulting expected revenue from Level 2 developer fees for this five-year period is approximately \$13 million or \$2.6 million per year starting in 2020-21 fiscal year. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees, at which time this analysis will be reevaluated. Accounting for the long-term projections of development provided by Cooperative Strategies, the Program assumes that development will pick up over time and that the overall number of units to be built during Program's remaining duration will equate to the totals projected in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study completed by Cooperative Strategies.

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$8.5 million in additional developer fee revenues as of June 30, 2020, for a grand total of \$11.9 million in collected revenues. Based on the projections provided by Cooperative Strategies in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study and 2020 School Facilities Needs Analysis, it is estimated that the District may collect approximately \$56.7 million in developer fees over the life of the bonds using the current Level 2 fee of \$3.83.

The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees for the next year.

5.3 BREKKE ELEMENTARY CERTIFICATES OF PARTICIPATION

In May 2020, CFW, at the direction of the District, completed the prepayment of the District's outstanding municipal lease which was issued in 2010. Proceeds from the 2010 Lease refinanced the District's 1997 Certificates of Participation which had funded the completion of Brekke Elementary. There was approximately \$2,835,700 in remaining principal at the time of the prepayment. The finance team determined that approximately \$2.9 million would be required to prepay the 2010 Lease to account for interest accumulated since the last interest payment made in February 2020, and that the District would then save approximately \$500,000 in future interest costs by doing so. Based on this information, the District directed the finance team to work with the lender to effect a payoff on August 1, 2020, the first available prepayment date per the original lease documents. However, the finance team was able to secure an earlier prepayment date from the lender which saved the District some additional interest monies. In March 2020, the District transferred \$2,845,100 in March 2020 to the lease holder to effect the payoff. The District utilized Developer Fees to make the payment to the lease holder, and the resulting interest savings will be made available to the Program.

5.4 GENERAL OBLIGATION BONDS

The District has used local General Obligation (G.O.) bonds previously to fund major school facility improvements and has been successful in making use of public financing options and garnering community support to improve school facilities. These G.O. bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Prop. 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to finance improvements over time.

The Master Construct and Implementation Program utilizes two local G.O. bond measures: Measure "R" approved by voters in 2012 and Measure "D" approved by voters in 2016. Measure "R" authorized the sale of \$90 million in G.O. bonds and has been used in combination with other local funds to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington, Elm, Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all G.O. bonds from the Measure "R" authorization have been sold, and the District is awaiting State reimbursements from its completed projects to fund additional facility improvements.

Measure "D" was approved by voters on November 8, 2016 and authorized \$142.5 million in G.O. bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements. On March 15, 2017, the District sold \$81.0 million in G.O. bonds, Series 2017A, to strong investor demand. The bonds had a total interest cost of approximately 4.21% and a term of 30 years. The total gross debt service for the bond issuance is \$172.7 million, resulting in a debt repayment ratio of 2.13 to 1, well below the 3.36 to 1 estimated to voters. This is also below the required payback ratio required by law of 4 to 1. Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program and will also be used to meet the local match

requirement for State SFP grants and leverage reimbursements from State Aid matching grants. On March 29, 2018, the District concluded the sale of \$14 million in G.O. Bonds, Series 2018B to strong investor demand. The Series B bonds carry a true interest cost of 4.15% and a term of 30 years. The total gross debt service for the bond issuance is approximately \$30.3 million, resulting in a debt repayment ratio of 2.22 to 1. Proceeds from the Series 2018B bond issuance were used to fund projects underway and to provide the local match for eligible SFP matching State grants. Delays in the receipt of funding under Prop. 51 have necessitated the District to utilize local funding sources exclusively to date.

On November 24, 2020, the District sold \$10,995,134.50 in Election 2016, Series C General Obligation Bonds. The sale of bonds was authorized by the Oxnard School District Board of Trustees on November 4, 2020. The bond sale was received extremely well by the investor community as indicated by investor demand which placed orders amounting to over four times the amount of bonds available. This high demand allowed the District and the financing team to negotiate an overall lower cost of borrowing for the bonds resulting in a true interest cost of under 3.0%. The District’s strong credit rating with Standard & Poor’s (A+) also contributed to the strong investor demand. The Series C bonds include \$10,375,000 in Current Interest Bonds making up roughly 94% of the bonds sold, with the balance of \$620,134.50 sold as Capital Appreciation Bonds. The overall term of the Series C bonds is 30 years with a final maturity date of August 1, 2050. The gross cost to repay the Series C bonds is \$21,842,070 which accounts for the principal and interest payments due over the life of the bonds. This results in a debt repayment ratio of 1.99 to 1.

Accounting for the associated costs of issuance, approximately \$10.8 million of the bond proceeds will be made available for the District’s construction fund. In turn, these funds will be utilized to continue the overall implementation of the District’s Master Construct Program. In the interim, the funds may be made available, via intradistrict loans, to the District to assist in mitigating the proposed State deferrals anticipated during the current and following fiscal year. The transaction is scheduled to close on December 15, at which time the funds will be available to the District.

To date, approximately \$106.0 million in Measure “D” bonds have been issued, leaving approximately \$36.5 million in remaining Measure “D” bond authorization.

Table 5: Summary of Measure D Bond Sales to Date

	Series 2017A	Series 2018B	Series 2020C
Par Amount	\$81.0 million	\$14.0 million	\$11.0 million
Total Debt Service	\$172.7 million	\$30.3 million	\$21.8 million
Repayment Ratio	2.13 to 1	2.16 to 1	1.99 to 1
Average Interest Rate (TIC)	4.21%	4.15%	2.97%
2020-21 Tax Rate to Repay Outstanding Measure "D" Bonds		\$27.50 per \$100,000 AV	

On August 4, 2020, District staff, CFW, and the financing team sold \$90.8 million in refunding G.O. bonds the proceeds of which were used to refinance previously issued debt of the District. Historically low interest rates in the taxable municipal bond market allowed this transaction to occur, garnering over \$9

million in debt service savings over the life of the bonds. The refunding bonds had a total interest cost of approximately 2.36%, well below the previous average interest rate of 4.43% on the refunded bonds. This resulted in savings to District taxpayers by lowering interest rates based on market conditions at the time of the sale.

Since 2010, CFW has assisted the District in completing eight general obligation bond refinancing transactions to take advantage of lower interest rates. These transactions have resulted in a total savings of over \$19.2 million for taxpayers in the community. Based on the current average assessed valuation for a single-family home, homeowners in the district are estimated to save an average of \$540 over the remaining life of all bonds refinanced in the past ten years. District staff and CFW will continue to monitor the municipal market for future refunding opportunities in order to benefit the District and its taxpayers.

5.4.1 AVAILABILITY OF FUTURE BOND FUNDING

Potential future funding from Measure “D” is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the \$30 tax rate allowance under Prop. 39. State law governs how much long-term principal debt California school district may carry at any one time. Unless a waiver is processed by the California Department of Education and approved by the State Board of Education, the statutory bonding capacity, or debt limit of an elementary school district is equal to 1.25% of the total district assessed value of all taxable properties within the district’s boundaries.

Based on the District’s assessed value of \$14.6 billion for fiscal year 2020-21, the District’s statutory 1.25% gross bonding capacity is estimated at \$183 million. To comply with the California Education Code and issue additional bonds, the District applied and was granted a waiver from CDE in March of 2017 authorizing the District to exceed its bonding limit of 1.25% to an amount equal to 2.12% (or less) of total assessed valuation at the time of bond issuance. The waiver has an expiration date of August 1, 2025. In Table 6, the District’s gross bonding capacity as of FY 2020-21 is approximately \$310.4 million, of which to date approximately \$268 million is currently outstanding in principal amount from prior bond sales. As a result, the District’s remaining net bonding at this time is estimated at \$42.3 million. The District’s net bonding capacity is expected to increase as assessed value increases and outstanding principal debt is repaid in the coming years. This calculation does not include the most recent Series 2020C bonds since the transaction did not close prior to the publication of this report.

Table 6: Bonding Capacity Analysis

BONDING CAPACITY ANALYSIS	
Fiscal Year 2020-21	
ASSESSED VALUATION	
Secured Assessed Valuation	\$13,883,048,757
Unsecured Assessed Valuation	\$756,805,376
DEBT LIMITATION	
Total Assessed Valuation	\$14,639,854,133
Applicable Bond Debt Limit with Waiver*	2.12%
Bonding Capacity	\$310,364,908
Outstanding Bonded Indebtedness	\$268,044,093
NET BONDING CAPACITY	\$42,320,815
% of Capacity Current Used	86.36%

*2017 Waiver

HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$182,998,177
Outstanding Bonded Indebtedness	\$268,044,093
% of Statutory Bonding Capacity Utilized	146.47%

The District’s assessed valuation serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As assessed value grows, so too does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table 7 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY2010 through FY2012. Overall, assessed valuation growth averaged 5.3 percent annually over the last 19 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.4 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

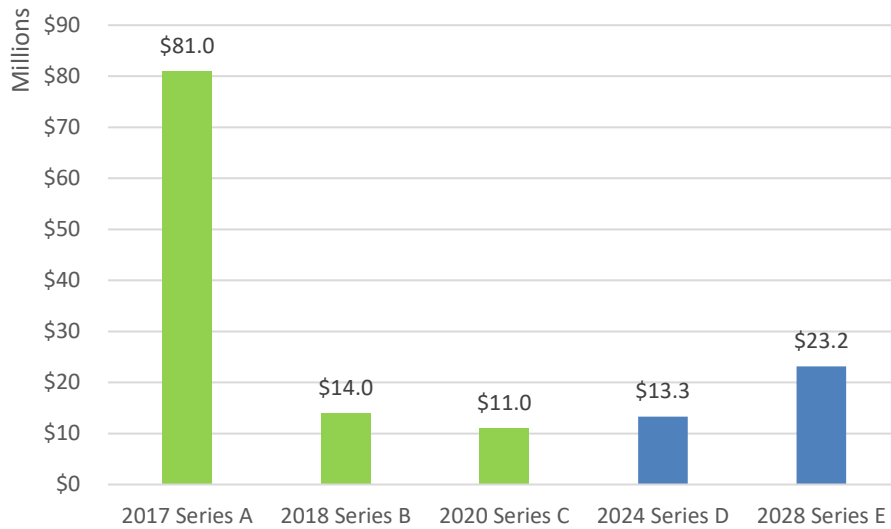
Table 7: Historical Assessed Valuation

Historical Assessed Value		
<u>Fiscal Year</u>	<u>Total</u>	<u>% Δ</u>
2002	\$5,456,598,521	-
2003	\$5,963,113,197	9.3%
2004	\$6,635,172,071	11.3%
2005	\$7,583,558,704	14.3%
2006	\$8,657,971,155	14.2%
2007	\$9,931,635,061	14.7%
2008	\$10,883,340,116	9.6%
2009	\$10,923,360,081	0.4%
2010	\$10,256,972,528	-6.1%
2011	\$10,222,956,307	-0.3%
2012	\$10,128,841,659	-0.9%
2013	\$10,224,776,805	0.9%
2014	\$10,523,302,599	2.9%
2015	\$11,258,539,314	7.0%
2016	\$11,811,053,863	4.9%
2017	\$12,231,081,218	3.6%
2018	\$12,813,934,964	4.8%
2019	\$13,410,386,931	4.7%
2020	\$14,062,908,693	4.9%
2021	\$14,639,854,133	4.1%
5-Year Annualized Average		4.4%
10-Year Annualized Average		3.7%
19-Year Annualized Average		5.3%

The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2020-21, the County is levying a rate of \$27.50 per \$100,000 of assessed property value, below the legally permitted \$30 tax rate.

Figure 2 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at 80 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales, if needed.

Figure 2: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



In order to mitigate the effect of delays of State aid reimbursement receipts and provide additional local funding to continue implementing the program, the District is currently in process of issuing new Series C bonds from the Measure “D” authorization. The availability of additional funds is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District will have to utilize Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2028, subject to Board review and approval. The estimated amounts of \$13.3 million for the 2024 Series D issuance and \$23.1 million for the 2028 Series E issuance assume 4% average annual District AV growth moving forward. In addition, the average interest rate is assumed to be 3.5%, which is higher than the 2020 Series C issuance currently in process. Bond terms are assumed to be 25 years in order to utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale.

5.4.2 ADDITIONAL G.O. BOND AUTHORITY REQUIRED TO MITIGATE SFP FUNDING

Proposition 39 authorizes school districts to issue new bonds upon a 55% affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an

independent citizens’ oversight committee, and annual performance and financial audits. The Oxnard School District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

If desired, a new general obligation bond may be structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District’s assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$182 million in bond proceeds over a projected 8 year period based on current market conditions. The size and timing of bond series depend on the needs of the overall program and are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. If the Board elects to bring a new bond authorization to voters for approval during 2022 election cycle, this may allow the District to further expand the Basic program by providing additional local funds to the Program in anticipation of further delays or in lieu of decreased State aid reimbursements due to enrollment decline.

5.5 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the June 2020 Semi-Annual Report, the total budget was approximately \$243.1 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 8 provides a summary report of expenditures made for the Program during the period July 1, 2012 – September 30, 2020 totaling approximately \$204.1 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the June 2020 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2020 report, subsequent expenditure reports will reflect the revised budget value.

As part of the ongoing budget and expenditure tracking efforts, CFW and District staff are in the process of reconciling final costs for all projects that have been closed out. As part of the process, the allocation of districtwide expenses to individual projects will also be reconciled with the final costs. As a result, in the next semi-annual report in June 2021, there may be some variations within project subtotals although the reconciliation of districtwide expenses will not change the program totals.

From July 1, 2012 through September 30, 2020, the District disclosed expenditures of approximately \$33.7 million for additional facilities improvements not identified in the Master Construct. Of the total, \$12.9 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District's prior Measure M bond program.

Expenditure reports related to the current bond programs are made available for review by the Citizens' Oversight Committees and expenditures are audited annually for the Board's review.

Table 8: Estimated Expenditures to Date for Projects Under Implementation

Project	Adopted Budget	Fiscal Year Expenditures									Total
		2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-2020	2020-2021 ¹	
Acquire Site New Elem K-5	\$7,773,653	\$7,669,318	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$7,766,587
Doris/Patterson Acquire Land	\$9,192,500	\$0	\$0	\$0	\$74,983	\$203,487	\$8,903,667	\$12,186	\$0	\$0	\$9,194,323
Doris/Patterson LAFCO Planning	\$800,572	\$0	\$14,625	\$37,345	\$29,543	\$143,651	\$254,362	\$14,392	\$7,518	\$2,634	\$504,070
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$145,885	\$1,493,539	\$12,213,645	\$9,696,922	\$224,482	\$2,431	\$0	\$0	\$0	\$23,776,903
Design & Reconstruct Lemonwood Elem K-8	\$42,171,543	\$144,283	\$854,799	\$1,449,878	\$1,745,625	\$15,505,668	\$14,836,054	\$6,966,634	\$388,855	\$675	\$41,892,471
Design & Reconstruct Elm Elem K-5	\$32,872,208	\$0	\$370,720	\$1,189,962	\$339,712	\$3,319,527	\$13,219,193	\$13,243,527	\$1,164,669	\$0	\$32,847,310
Design & Construct Seabridge K-5	\$28,568,432	\$0	\$0	\$0	\$0	\$164,618	\$1,782,071	\$454,508	\$407,497	\$76,353	\$2,885,046
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$662,396	\$1,883,047	\$16,641,022	\$14,954,317	\$10,044	\$34,150,827
Design & Reconstruct Rose Avenue K-5	\$3,681,670	\$0	\$0	\$0	\$0	\$55,548	\$1,099,877	\$906,902	(\$12,288)	\$0	\$2,050,040
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design & Construct Doris/Patterson K-5	\$491,496	\$0	\$0	\$0	\$420,838	\$0	\$0	\$70,442	\$0	\$0	\$491,280
Design & Construct Doris/Patterson 6-8	\$270,791	\$0	\$0	\$0	\$0	\$0	\$0	\$273,552	\$0	\$0	\$273,552
Design & Improve K-5 Kindergarten Facilities											
Ritchen	\$558,160	\$14,882	\$70,554	\$350,458	\$116,773	\$119	\$0	\$0	\$0	\$0	\$552,786
Brekke	\$276,432	\$11,711	\$57,338	\$199,454	\$6,513	\$112	\$0	\$0	\$0	\$0	\$275,127
McAuliffe	\$323,548	\$11,353	\$86,742	\$214,449	\$8,898	\$107	\$0	\$0	\$0	\$0	\$321,549
Driffill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,509,913	\$89,280	\$271,345	\$1,007,272	\$132,184	\$1,155	\$0	\$0	\$0	\$0	\$1,501,235
Design & Construct Science Labs/Academies											
Chavez	\$650,920	\$17,487	\$168,666	\$443,523	\$19,273	\$182	\$0	\$0	\$0	\$0	\$649,131
Curren	\$600,333	\$16,822	\$118,591	\$445,542	\$17,485	\$176	\$0	\$0	\$0	\$0	\$598,615
Kamala	\$621,562	\$17,236	\$155,225	\$428,878	\$18,299	\$186	\$0	\$0	\$0	\$0	\$619,825
Haydock	\$1,081,764	\$63,565	\$300,645	\$664,566	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$1,079,273
Fremont	\$1,904,348	\$85,003	\$510,586	\$1,209,201	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$1,901,216
Total Science Labs/Academies	\$4,858,926	\$200,114	\$1,253,713	\$3,191,710	\$91,576	\$109,948	\$1,000	\$0	\$0	\$0	\$4,848,060
Project 1 Remaining Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Kindergarten Flex Classrooms											
Brekke	\$1,926,268	\$0	\$0	\$0	\$0	\$0	\$920,434	\$988,351	\$0	\$0	\$1,908,786
McAuliffe	\$2,551,273	\$0	\$0	\$0	\$0	\$0	\$753,511	\$1,706,511	\$14,054	\$0	\$2,474,076
Ramona	\$2,190,472	\$0	\$0	\$0	\$0	\$0	\$148,370	\$1,897,639	\$144,929	\$0	\$2,190,937
Ritchen	\$2,709,074	\$0	\$0	\$0	\$0	\$0	\$721,927	\$1,699,989	\$178,170	\$0	\$2,600,087
Total Kindergarten Flex Classrooms	\$9,377,088	\$0	\$0	\$0	\$0	\$0	\$2,544,242	\$6,292,490	\$337,154	\$0	\$9,173,886
Kindergarten Annex Improvements											
Harrington	\$3,208,487	\$0	\$0	\$28,096	\$111,743	\$62,284	\$1,826,893	\$1,177,524	\$6,952	\$0	\$3,213,493
Lemonwood	\$3,655,246	\$0	\$0	\$22,506	\$31,766	\$34,226	\$27,660	\$167,137	\$3,122,754	\$0	\$3,406,049
Total Kindergarten Annex Improvements	\$6,863,733	\$0	\$0	\$50,602	\$143,509	\$96,511	\$1,854,553	\$1,344,661	\$3,129,706	\$0	\$6,619,542
Marshall K-8 12 Classroom Addition	\$12,920,376	\$0	\$0	\$81,391	\$555,488	\$172,273	\$4,056,081	\$5,347,375	\$2,771,500	\$0	\$12,984,108
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$204,530	(\$35,580)	(\$2,396)	\$0	\$0	\$0	\$166,553
Driffill MPR	\$76,058	\$0	\$0	\$0	\$0	\$0	\$0	\$76,833	\$0	\$0	\$76,833
Technology Phase 1	\$12,183,030	\$1,292,786	\$7,530,251	\$2,169,890	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$12,183,275
Technology Phase 2	\$214,699	\$0	\$0	\$0	\$0	\$62,714	\$185,423	\$15,950	(\$125,626)	(\$29,088)	\$109,373
Driffill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McAuliffe 21st Century Modernization	\$991,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$216,932	\$5,252	\$222,184
Ritchen 21st Century Modernization	\$981,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$218,584	\$5,195	\$223,779
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$6,562,599	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,562,599
TOTAL	\$243,093,523	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$51,659,899	\$23,458,818	\$71,064	\$204,091,713

Notes:
1. Fiscal Year 2020-21 expenditures are as of September 30, 2020
2. Budgets have been adjusted per the June 2020 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited
4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated master budget and schedule which merges and integrates proposed projects reliant on the funds from the Measure “R” and Measure “D” bond programs and other local sources including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The Master Construct Program is proposed to be implemented in four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately \$422.2 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs (e.g. bricks, mortar, steel, etc.) with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total “all-in” cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the June 2020 six-month review and provide recommended adjustments for the next six-month period. No adjustments to project costs are recommended at this time. An overall decrease in funding sources is anticipated primarily due to decreased estimated State aid revenues.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 9 presents the adopted Master Construct Program budget as of June 2020 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately \$422.2 million and is funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

Table 9: Adopted Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,161,532	\$ -	\$ 10,161,532	\$ -	\$ -
Series D	\$ 12,911,084	\$ -	\$ -	\$ 12,911,084	\$ -
Series E	\$ 24,430,758	\$ -	\$ -	\$ -	\$ 24,430,758
Total Master Construct Bonds	\$ 141,922,093				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 92,272,271	\$ -	\$ 10,778,416	\$ 81,493,855	\$ -
Est. Developer Fees	\$ 56,483,165	\$ 7,454,555	\$ 4,204,644	\$ 20,703,199	\$ 24,120,768
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 13,171,170	\$ 1,594,953	\$ 3,124,978	\$ 3,154,987	\$ 5,296,252
Est. Total Sources	\$ 422,187,868	\$ 127,388,677	\$ 122,688,288	\$ 118,263,126	\$ 53,847,777
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 3,681,670	\$ 26,998,912	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 12,920,376	\$ 12,920,376	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
Subtotal	\$ 386,962,566	\$ 142,320,439	\$ 94,060,010	\$ 100,777,169	\$ 49,804,949
Brekke ES COP Lease Payments	\$ 4,291,014	\$ -	\$ 1,419,606	\$ 2,390,860	\$ 480,548
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 14,238,350	\$ -	\$ 6,983,442	\$ 4,453,360	\$ 2,801,548
Program Reserve	\$ 20,986,951	\$ (14,931,762)	\$ 6,713,074	\$ 13,032,597	\$ 1,241,281
Est. Total Uses	\$ 422,187,868	\$ 142,320,439	\$ 107,756,526	\$ 118,263,126	\$ 53,847,777
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 422,187,868				

*Estimated State grant amounts are dependent on maintaining program eligibility
 *Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects and Financial Hardship for Rose Avenue

Phase 1 spanned the period from FY2013-2017. Phase 1 progress included:

- Completion of improvements to kindergarten facilities at Ritche, Brekke, and McAuliffe schools, and construction of science labs at Chavez, Curren, Kamala, Haydock, and Fremont schools to accommodate the educational reconfiguration plan
- Purchase of the Seabridge New Elementary School site
- Occupancy of the newly constructed Harrington, Elm, and Lemonwood elementary school sites to replace the prior obsolete facilities
- Completion of a kindergarten annex at Harrington Elementary and new grade 6-8 classroom building at Marshall
- Completion of the environmental review and ongoing LAFCo efforts of a joint second elementary school site and an additional middle school site
- Deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launched Measure “D” projects with the following progress and activities:

- Completion of the newly reconstructed McKinna Elementary
- Design approval from DSA for the reconstruction of Rose Avenue Elementary
- Design approval from DSA for the new Seabridge K- 5 elementary school with construction to commence pending project bidding and approval from the City of Oxnard
- Completion of new kindergarten/flex classrooms at Brekke, McAuliffe, Ritche, and Ramona elementary schools
- Acquisition of a new Doris/Patterson K-5 and 6-8 school site
- Completion of a kindergarten annex at Lemonwood
- Submittal of design plans to the DSA for modernization improvements at McAuliffe and Ritche elementary schools

The Program also incorporates existing ongoing lease payments for the District’s Certificates of Participation (COPs) related to prior funded improvements to Brekke Elementary and the acquisition of the new elementary and middle school sites.

Launching in 2021, Phase 3 completes the planned reconstruction of Rose Avenue and the design and construction of Doris/Patterson 6-8 school. Phase 3 also includes the construction activities associated with the planned modernization improvements at McAuliffe and Ritche elementary schools, and MPR or gymnasium improvements for remaining K-5 schools, Drifill, Haydock, and Fremont. Phase 3 accounts for continued lease payments related to the District’s outstanding Brekke and Doris/Patterson COPs.

Phase 4 includes the design and construction for the Doris Patterson K-5 facilities and the construction of new multipurpose room/gyms at Chavez, Curren, and Kamala. COP payments are scheduled to continue in Phase 4. However, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District’s lease payments for its COPs related to the Doris/Patterson land acquisition

will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 10 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to decrease to approximately \$410 million primarily due to decreased State aid revenues. The total sources of funding also reflects the recent sale of Series C bonds.

As reported in June 2020, estimated State revenues assume the District's ability to recapture its eligibility for applications awaiting review by the State. If enrollment and the consequent eligibility do not rebound in time to access the funding of the remaining applications by the SAB, the District would be in need of additional local funding to make up for the shortfall for future projects. The current adopted program relies on the receipt of Financial Hardship funding to implement the construction of Rose Avenue. It is now recommended that the District proceed with the construction of Rose Avenue with existing funds, thereby reducing the estimated State aid grants.

Total State aid revenues have decreased by \$360,927 to account for State aid processing fees expended for received grants for the Fremont, Harrington, and Lemonwood projects. In addition, the proposed change from Financial Hardship to a local matching program for Rose Avenue has reduced the estimated State aid by \$10.8 million. Total developer fee revenues increased by \$219,841 primarily due to an increase in actual revenues for FY2019-20 than budgeted. Total interest earnings for the Program are anticipated to decrease from \$13.1 million to \$12.2 million based on the anticipated level of funds available. The combined total expenditures have remained at \$386.9 million. The total Program Reserve has been decreased from \$21 million to \$8.9 million to accommodate estimated decreases in funding.

As per the Adopted Budget, the Proposed Master Budget continues to account for \$9.1 million in scheduled lease payments for the District's two outstanding COPs during the term of the Program; \$4.3 million for COPs issued to complete Norma Brekke Elementary in the late 1990s and \$4.8 million for COPs issued to purchase the District's Doris/Patterson school site. An additional \$564,000 continues to be provided to the budget in Phase 2 to accommodate some of the District's existing portable leases. Lastly, approximately \$4.5 million in additional program expenditures are accounted for in the Master Budget for District expenditures beyond the scope of the Master Construct Program.

Table 10: Revised Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 13,269,341	\$ -	\$ -	\$ 13,269,341	\$ -
Series E	\$ 23,146,769	\$ -	\$ -	\$ -	\$ 23,146,769
Total Master Construct Bonds	\$ 141,649,963				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 81,144,412	\$ -	\$ 10,562,848	\$ 69,991,309	\$ 590,255
Est. Developer Fees	\$ 56,703,006	\$ 7,454,555	\$ 4,424,484	\$ 20,703,199	\$ 24,120,768
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 12,240,557	\$ 1,594,953	\$ 3,856,391	\$ 1,836,894	\$ 4,952,320
Est. Total Sources	\$ 410,077,107	\$ 127,388,677	\$ 124,077,576	\$ 105,800,743	\$ 52,810,112
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 2,885,046	\$ 25,683,386	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 30,680,582	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 12,920,376	\$ 12,920,376	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
Subtotal	\$ 386,962,566	\$ 142,320,439	\$ 95,375,536	\$ 99,461,643	\$ 49,804,949
Brekke ES COP Lease Payments	\$ 4,316,718	\$ -	\$ 4,316,718	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 14,264,055	\$ -	\$ 9,880,555	\$ 2,062,500	\$ 2,321,000
Program Reserve	\$ 8,850,486	\$ (14,931,762)	\$ 3,889,723	\$ 4,276,600	\$ 684,163
Est. Total Uses	\$ 410,077,107	\$ 142,320,439	\$ 109,145,813	\$ 105,800,743	\$ 52,810,112
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 410,077,107				

*Estimated State grant amounts are dependent on maintaining program eligibility
 *Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Phase 1 efforts were primarily funded through Measure “R” bond proceeds and are complete. Accomplishments include completed improvements to kindergarten and science lab facilities across eight schools to accommodate the educational reconfiguration plan and the deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school Districtwide. In addition, three new reconstructed schools have been provided at Harrington, Elm, and Lemonwood elementary schools. A new 12 classroom building was completed at Marshall Elementary School. Phase 1 also includes the completion of a kindergarten annex facility at Harrington Elementary School and the purchase of the Seabridge and Doris /Patterson school sites.

No adjustments are proposed to the Phase 1 budget. In total, the Phase 1 budget includes \$142.3 million in improvements.

Table 11: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule June 2020	Schedule Dec 2020	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Acquire New Sites				
Seabridge Elementary School	2013	2013	\$7,773,653	\$0
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$800,572	\$0
Subtotal			\$8,574,225	\$0
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$0
Lemonwood K-8	2014/18	2014/18	\$42,171,543	\$0
Elm Elem. K-5	2014/19	2014/19	\$32,872,208	\$0
Subtotal			\$98,890,483	\$0
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14		
Ritchen**			\$558,160	\$0
Brekke			\$276,432	\$0
McAuliffe			\$323,548	\$0
Driffill			\$351,773	\$0
Subtotal			\$1,509,913	\$0
Design & Construct Science Labs (Project 1)	2013/14	2013/14		
Chavez Science Labs K-8			\$650,920	\$0
Curren Science Labs K-8			\$600,333	\$0
Kamala Science Labs K-8			\$621,562	\$0
Haydock Science Labs 6-8 & Utility Upgrades			\$1,081,764	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,904,348	\$0
Subtotal			\$4,858,926	\$0
Project 1 Adjustment			\$0	\$0
Childhood Development Center Improvements				
Harrington	2015	2015	\$3,208,487	\$0
Subtotal			\$3,208,487	\$0
Planning for K-8 MPRs	2016	2016	\$175,000	\$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$12,920,376	\$0
Technology	2013/15	2013/15	\$12,183,030	\$0
Program Improvements Subtotal			\$142,320,439	\$0
Program Reserve			(\$14,931,762)	\$0
Program Improvements Total			\$142,320,439	\$0

*Current dollars

**Includes New Special Day Classroom

6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

The reconstruction of McKinna Elementary is complete. The design for the reconstructed Rose Avenue school project has received DSA and CDE approval with construction recommended to proceed under Phase 2 with existing District funds. New Kindergarten/Flex classrooms have been completed at Brekke, McAuliffe, Ritche, and Ramona elementary schools. The Lemonwood kindergarten annex is also complete. The District has completed the land purchase of the Doris/Patterson school site. Phase 2 incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites. The design plans have been submitted to the DSA for review for the modernization improvements planned at McAuliffe and Ritche elementary schools. Per Table 12, recommended adjustments to projects include proceeding with construction for the Rose Avenue project, while moving Seabridge to a later phase. The Brekke COP payoff has been completed within Phase 2. An overall decrease of \$2.8 million to the Program Reserve is required to accommodate the proposed adjustments.

Table 12: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule June 2020	Schedule Dec 2020	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Doris/Patterson K-5 / Middle School	2018	2018	\$9,192,500		\$0
Subtotal				\$9,192,500	\$0
Construct New School Sites: Master Construct					
Seabridge K-5	2018/2020	2018/2024	\$28,568,432	\$2,885,046	(\$25,683,386)
Dorris Patterson K-5 (Planning)	2020	2020	\$491,496		\$0
Dorris Patterson 6-8 (Planning)	2020	2020	\$270,791		\$0
Reconstruct School Sites: Master Construct					
Rose Avenue K-5	2018/2021	2018/2021	\$3,681,670	\$30,680,582	\$26,998,912
McKinna K-5	2017	2017	\$36,558,911		\$0
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	\$1,926,268		\$0
McAuliffe	2018	2018	\$2,551,273		\$0
Ramona	2018	2018	\$2,190,472		\$0
Ritche	2018	2018	\$2,709,074		\$0
Classroom/Library/MPR Modernizations					
McAuliffe (Planning/Design)	2019	2019	\$991,949		\$0
Ritche (Planning/Design)	2019	2019	\$981,170		\$0
Construct K-8 Multipurpose Room					
Driffill (Planning)	2020	2020	\$76,058		\$0
Childhood Development Center Improvements					
Lemonwood	2019	2019	\$3,655,246		\$0
Subtotal				\$85,968,337	\$1,315,526
Technology	2020	2020	\$214,699		\$0
Program Improvements Subtotal				\$95,375,536	\$1,315,526
Program Reserve			6,713,074	\$3,889,723	(\$2,823,351)
Additional Facilities Expenditures	2018	2018	\$4,519,836		\$0
Program Lease Payments					
Brekke ES COP	2026	2020	\$1,419,606	\$4,316,718	\$2,897,112
COP for Land Acquisition	2026-29	2026-29	\$480,000		\$0
Portables Lease Payments	2019	2019	\$564,000		\$0
Subtotal				\$9,880,555	\$2,897,112
Program Improvements Total				\$109,145,813	\$1,389,288

*Current dollars

6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Phase 3 completes the construction of Seabridge elementary as well as the design and construction of the Doris/Patterson 6-8 middle school following the completion of the LAFCo process. Construction activities associated with the planned modernization improvements at McAuliffe and Ritche are also proposed as well as the construction of a multipurpose room/gym at Driffill. Phase 3 also includes the design and construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Haydock. The planned academic program space improvements for Brekke and Ramona are also provided in Phase 3. The Phase 3 Program Reserve is estimated to decrease by \$8.8 million.

Phase 3 also accounts for continued lease payments related to the District's outstanding Doris/Patterson COP. Table 13 provides a summary of the proposed Phase 3 budget and schedule.

Table 13: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule June 2020	Schedule Dec 2020	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Construct New School Sites: Master Construct				
Dorris Patterson 6-8	2021	2024	\$48,786,422	\$0
Rose Avenue	2018/2021	2018/2021	\$26,998,912	(\$26,998,912)
Seabridge		2018/2024	\$0	\$25,683,386
Classroom/Library/MPR Modernizations				
McAuliffe	2021	2024	\$3,967,795	\$0
Ritche	2021	2024	\$3,924,680	\$0
Modernize K-5 Multipurpose Rooms				
Brekke	2021	2024	\$697,557	\$0
Ramona	2021	2024	\$1,755,474	\$0
Construct Academic Program Space: Master Construct				
Brekke	2021	2024	\$459,373	\$0
Ramona	2021	2024	\$292,151	\$0
Construct Gym & Modernize MPR				
Fremont	2021	2024	\$5,557,436	\$0
Modernize MPR				
Haydock	2021	2024	\$1,500,000	\$0
Construct K-8 Multipurpose Room				
Driffill	2021	2024	\$6,837,369	\$0
Program Improvements Subtotal			\$99,461,643	(\$1,315,526)
Program Reserve			\$13,032,597	\$4,276,600
Program Lease Payments				
Brekke ES COP	2021-25	2020	\$2,390,860	\$0
COP for Land Acquisition	2026-29	2026-29	\$2,062,500	\$0
Subtotal			\$2,062,500	(\$2,390,860)
Program Improvements Total			\$105,800,743	(\$12,462,383)

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 completes the Master Construct and Implementation Program through the construction of Doris/Patterson K-5 school. Construction of new multipurpose room/gyms will be undertaken at Chavez, Curren, and Kamala. Phase 4 is also scheduled to continue COP payments. The District's lease payments

for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

As summarized in Table 14, no changes are proposed to the budgets, however the Program Reserve is estimated to decrease by \$557,117.

Table 14: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule June 2020	Schedule Dec 2020	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Construct New School Sites: Master Construct				
Dorris Patterson K-5	2021/2026	2021/2026	\$29,064,668	\$0
Construct K-8 Multipurpose Rooms				
Chavez	2027	2027	\$6,913,427	\$0
Curren	2026	2027	\$6,913,427	\$0
Kamala	2026	2027	\$6,913,427	\$0
Program Improvements Subtotal			\$49,804,949	\$0
Program Reserve			1,241,281	\$684,163
				(\$557,117)
Program Lease Payments				
Brekke ES COP	2026	2020	\$480,548	\$0
COP for Land Acquisition	2026-29	2026-29	\$2,321,000	\$0
Subtotal			\$2,321,000	(\$480,548)
Program Improvements Total			\$52,810,112	(\$1,037,665)

*Current dollars

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 15 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21st century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. The schedule for the planning/design efforts for the modernization improvements at McAuliffe and Ritche Elementary schools has been extended to be completed by February 2021 to accommodate the estimated DSA approval date for these projects. The construction of Rose Avenue has been moved up to commence in 2021, while the construction of

Seabridge is estimated to commence in 2024. Future Phase 3 and 4 projects (MPR and gymnasium facilities) are projected to start by 2024 and 2027.

Table 15: Summary Schedule

	Fiscal Year															
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Reconstruct:																
Harrington	Complete															
Harrington Kindergarten Annex		Complete														
Lemonwood		Complete														
Lemonwood Kindergarten Annex		Complete														
Elm		Complete														
McKinna				Complete												
Rose Avenue																
Construct:																
Marshall 6-8 Classrooms		Complete														
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona		Complete														
Brekke		Complete														
Ritchen		Complete														
McAuliffe		Complete														
21st Century Modernizations:																
McAuliffe																
Ritchen																
Multipurpose Rooms:																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																

Based on the identified phasing plan, Table 16 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$32.7 million.

Table 16: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Construct:			
Rose Avenue	Jan-2017	Aug-2022	\$30,680,582
21st Century Modernization			
McAuliffe (Design/Planning)	Aug-2019	Feb-2021	\$991,949
Ritchen (Design/Planning)	Aug-2019	Feb-2021	\$981,170
Total			\$32,653,701

RECOMMENDATIONS

7.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this December 2020 update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

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

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

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

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

Date	Board Agenda Item	Agenda Description	Purpose	Action
24-Jun-20	C.32	Approval of Contractor Contingency Allocation #011 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #011 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
24-Jun-20	C.33	Approval of Contractor Contingency Allocation #012 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #012 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
24-Jun-20	C.34	Approval of Contractor Contingency Allocation #013 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #013 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
24-Jun-20	C.39	Ratification of WAL #14 for NV5 West Inc. regarding the McKinna E.S Reconstruction Project	WAL #14 to agreement #13-130 provides for DSA Materials Testing and Special inspections Services	Approved
24-Jun-20	C.40	Ratification of Change Order #001 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #001 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
24-Jun-20	C.41	Ratification of Change Order #002 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #002 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
24-Jun-20	C.42	Ratification of Change Order #003 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #003 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
24-Jun-20	C.43	Ratification of Change Order #004 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #004 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.4	Approval and Adoption of the June 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	The Semi-Annual Implementation Program Update reflects conditions of the District's Program between December and the time of the report's publishing in June 2020	Approved
5-Aug-20	C.18	Approval of Contractor Contingency Allocation #014 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #014 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
5-Aug-20	C.19	Approval of Contractor Contingency Allocation #015 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #015 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
5-Aug-20	C.41	Ratification of Change Order #005 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #005 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.42	Ratification of Change Order #006 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #006 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.43	Ratification of Change Order #007 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #007 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.44	Ratification of Change Order #008 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #008 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.45	Ratification of Change Order #009 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #009 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Aug-20	C.17	Approval of Contractor Contingency Allocation #016 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #016 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
19-Aug-20	C.21	Ratification of Change Order #010 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #010 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Aug-20	C.22	Ratification of Change Order #011 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #011 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Aug-20	C.23	Ratification of Change Order #012 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #012 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Aug-20	C.24	Ratification of Change Order #013 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #013 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
2-Sep-20	C.1	Approval of Notice of Completion regarding Lemonwood E.S Reconstruction and ECDC Projects	Notice of Completion for Agreement #15-198 with Swinerton Builders, Inc.	Approved
2-Sep-20	C.13	Ratification of Change Order #014 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #014 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
2-Sep-20	C.14	Ratification of Change Order #015 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #015 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
2-Sep-20	C.15	Ratification of WAL #17 for Rincon Consultants Inc. regarding the McKinna E.S Reconstruction Project	WAL #17 to agreement #13-131 provides for Asbestos & Lead Abatement Monitoring Services	Approved
16-Sep-20	C.15	Ratification of WAL #15 for NV5 West Inc. regarding the McKinna E.S Reconstruction Project	WAL #15 to agreement #13-130 provides for DSA Materials Testing and Special inspections Services	Approved
16-Sep-20	C.16	Ratification of WAL #16 for NV5 West Inc. regarding the Lemonwood E.S ECDC Project	WAL #16 to agreement #13-130 provides for DSA inspector of record Services	Approved
7-Oct-20	C.20	Ratification of Change Order #016 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #016 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Oct-20	C.21	Ratification of Change Order #017 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #017 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 20, 2021

Agenda Section: Section C: Consent Agenda

Enrollment Report (Penanhoat)

District enrollment as of December 18, 2020 was 15,118. This is 594 less than the same time last year.

FISCAL IMPACT:

None.

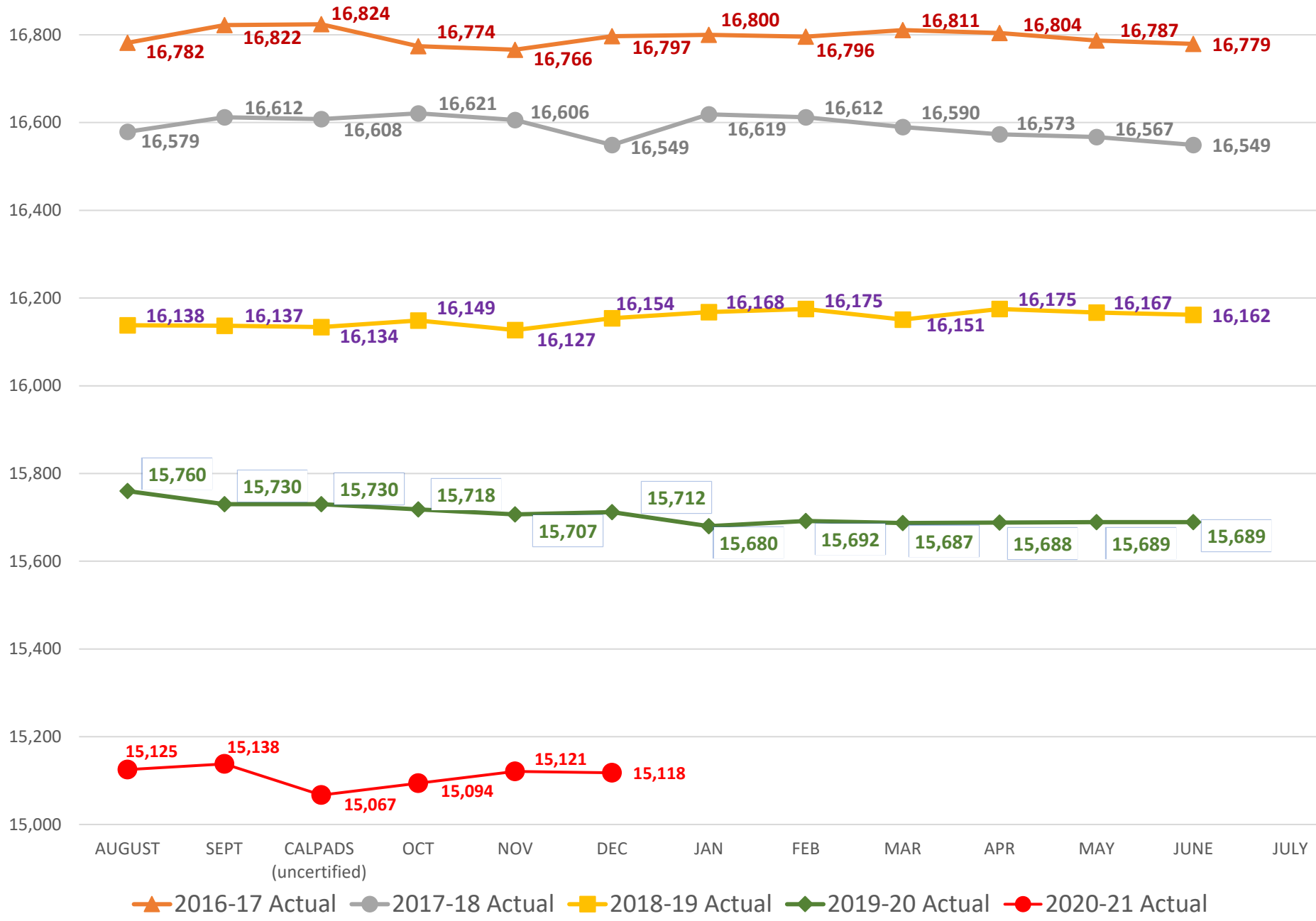
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 20, 2021

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #20-04 (Penanhoat/Franz)

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

1. A listing of Purchase orders issued 10/21/2020 through 01/06/2021 for the 2020-2021 school year, for \$11,582,025.01.
2. There are no Draft Payments issued from 10/21/2020 through 01/06/2021, for the 2019-2020 and 2020-2021 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #20-04 as submitted

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #20-04 \(17 pages\)](#)

Includes Purchase Orders dated 10/21/2020 - 01/06/2021

PO Number	Vendor Name	Loc	Description	Order Amount
NP21-00018	Acorn Paper Products Co	CNS	stores	3,584.79
NP21-00019	Gold Star Foods	CNS	stores	600.75
NP21-00020	P And R Paper Supply Co	CNS	stores	585.30
NP21-00021	Acorn Paper Products Co	CNS	stores	3,584.81
NP21-00022	P And R Paper Supply Co	CNS	stores	875.63
NP21-00023	Gold Star Foods	CNS	stores	1,313.40
NP21-00024	Mission Linen Supply	CNS	stores	1,616.25
NP21-00025	ROSE & SHORE	CNS	stores	41,348.48
NP21-00026	Gold Star Foods	CNS	stores	25,886.67
NP21-00027	P And R Paper Supply Co	CNS	stores	2,258.10
NP21-00028	Acorn Paper Products Co	CNS	stores	4,662.30
NP21-00029	Gold Star Foods	CNS	stores	3,948.89
NP21-00030	Acorn Paper Products Co	CNS	stores	2,284.30
NP21-00031	Acorn Paper Products Co	CNS	stores	3,943.38
NP21-00032	Gold Star Foods	CNS	stores	27,144.68
NP21-00033	P And R Paper Supply Co	CNS	stores	1,517.75
NP21-00034	ROSE & SHORE	CNS	stores	42,753.98
NP21-00035	Acorn Paper Products Co	CNS	stores	3,935.89
NP21-00036	Gold Star Foods	CNS	stores	659.25
NP21-00037	KB Foods Distribution, Inc.	CNS	stores	52,138.24
NP21-00038	ROSE & SHORE	CNS	stores	7,191.04
NP21-00039	Gold Star Foods	CNS	stores	711.00
P21-00764	Ventura Co Office Of Education	Special Ed	SERV (KR071607)	64,657.45
P21-01184	Staples Direct	SAN MIGUEL	Computer Supplies	1,034.38
P21-01407	Superior Sanitary Supplies	LOPEZ	MATL/SUPPLY	707.38
P21-01408	Ashton Awards Inc Aswell Troph y	TRANSPORTATIO	ENGRAVING	1,000.00
P21-01409	Bernardo's Flowers Inc	ED SERVICES	MATL	538.75
P21-01410	Office Depot Bus Ser Div	MCKINNA	matl/sup-instructional- COVID distance learning	4,142.86
P21-01411	Lifetouch	SORIA	Matls/Sup - Instructional	2,733.78
P21-01412	Amazon Com	SIERRA LINDA	MATL/SUPP - SEE NOTES	1,077.20
P21-01413	POLYSPEDE ELECTRONICS CORP.	FACILITIES	HVAC Materials and Supplies	2,287.53
P21-01414	Office Depot Bus Ser Div	FRANK	Mat/Sup - Instructional	3,232.50
P21-01415	Uline	GRAPHICS	Materials and Supplies	300.93
P21-01416	VCOE - 0950	Pupil Srvs	CONF	75.00
P21-01417	EVENTBRITE, INC	FREMONT	TRAVEL AND CONFERENCE (Parents)	48.00
P21-01418	Amazon Com	Pupil Srvs	MAT/SUP- Books	55.26
P21-01419	Amazon Com	ASES	MATL/SUP	18.94
P21-01420	Amazon Com	CURREN	mat/sup - instructional	2,237.25
P21-01421	Amazon Com	SIERRA LINDA	MATL/SUPP (Student Supplies-Distance Learning)	4,815.00
P21-01422	Home Depot Inc	CURREN	equip - instructional	1,054.87
P21-01423	Amazon Com	MCKINNA	matlsup-instructional- COVID DISTance learning	3,157.21
P21-01424	Amazon Com	FACILITIES	COVID Materials and Supplies	263.62
P21-01425	Amazon Com	FACILITIES	Materials and Supplies	975.06
P21-01426	Staples Direct	LOPEZ	MATL/SUPPLY-INSTRUCTION	806.51
P21-01427	Amazon Com	RAMONA	Social Emotional Support Book Club (books)	276.76

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.

ESCAPE ONLINE

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Includes Purchase Orders dated 10/21/2020 - 01/06/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-01428	Amazon Com	Pupil Svcs	MAT/SUP- carrying case	32.31
P21-01429	Southwest School & Office Sup	WAREHOUSE	STORES	10,344.00
P21-01430	Sage Publications	Pupil Svcs	MAT/SUP Book	38.34
P21-01431	FOLLETT SCHOOL SOLUTIONS, INC	MCKINNA	matl/sup-instructional	9,385.96
P21-01432	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	464.94
P21-01433	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,109.61
P21-01434	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	ED SERVICES	CONF	1,905.00
P21-01435	Discount School Supply	EARLY CHILDHOOC	Material/Supplies - Instruction	118.81
P21-01436	ORIENTAL TRADING COMPANY	RAMONA	Distance Dollars PBIS Incentives	1,230.76
P21-01437	Demco Inc	CURREN	matl/sup - instructional	392.90
P21-01438	General Binding Corp.	SIERRA LINDA	MAINT-instruction	572.54
P21-01439	General Binding Corp.	CURREN	MAINT	572.54
P21-01440	PEDRO OLVERA dba/OLVERA PSYCH & ED CONSULTING SERVICES	Special Ed	SERV	33,000.00
P21-01441	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	DLI	CONF	10,500.00
P21-01442	Florence Filter Corporation	FACILITIES	COVID Materials and Supplies	37,511.62
P21-01443	Div Of The State Architect Att n: CASHIER	FACILITIES	DSA Fees / McAuliffe	30,370.63
P21-01444	Div Of The State Architect Att n: CASHIER	FACILITIES	DSA Fees / Ritchen	30,007.19
P21-01445	SCHOOL TECH SUPPLY	IT	COMP EQUIP ActivPanels for Distance Learning	2,151,887.43
P21-01446	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,147.94
P21-01447	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	SERV/SUPP CONCENTRATION FUNDS	144,000.00
P21-01448	Office Depot Bus Ser Div	FREMONT	Materials and Supplies	206.26
P21-01449	Amazon Com	ELM	MATL/SUPP-INSTRUC	158.34
P21-01450	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	64.62
P21-01451	Ventura Co Sch Self-Funding	BUSINESS	SERV	2,000.00
P21-01452	GOBULK.COM	KAMALA	Materials & Supplies- Distance Learning	1,727.24
P21-01453	Encore Data Products, Inc	DRIFFILL	Matl/Supp-Computer	2,105.47
P21-01454	FOLLETT SCHOOL SOLUTIONS, INC	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	105.98
P21-01455	Printech	LEMONWOOD	MAT/SUPPLIES (Instructional)	837.15
P21-01456	SCHOOL TECH SUPPLY	ELM	EQUIP-MATL-SUP	3,993.10
P21-01457	SCHOOL TECH SUPPLY	CHAVEZ	COMPUTER EQUIPMENT OVER \$500-INSTRUCTIONAL	4,304.61
P21-01458	CDW G	WAREHOUSE	SOFTWARE LIC	1,281.57
P21-01459	Super Teacher dba Modern Chalk board	FRANK	Serv - Instructional	24.95
P21-01460	EDTECH RX	BREKKE	MAT/Distance Learning	3,057.41
P21-01461	MITEK USA INC	FACILITIES	Software	3,500.00
P21-01462	General Binding Corp.	HARRINGTON	MAINT-Instruction	680.68
P21-01463	General Binding Corp.	ELM	MAINT	618.15

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Includes Purchase Orders dated 10/21/2020 - 01/06/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-01464	General Binding Corp.	RAMONA	maint- Instruction	572.54
P21-01465	ARAMSCO, INC EMPIRE CLEANING S UPPLY	WAREHOUSE	STORES	12,369.70
P21-01466	Lowe's	PURCHASING	MTLS/ MICROWAVE FOR LOUNGE	203.70
P21-01467	Henry Schein	WAREHOUSE	Stores Supplies	106.18
P21-01468	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,535.98
P21-01469	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,144.07
P21-01470	Uline	WAREHOUSE	Stores Supplies	572.19
P21-01471	Pep Boys	TRANSPORTATIO	Supplies	2,155.00
P21-01472	Veritiv Operating Company	WAREHOUSE	Stores Supplies	319.94
P21-01473	SMART AND FINAL-C.I. BLVD	LEMONWOOD	MAT/SUPPLIES (Instructional)	500.00
P21-01474	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	7,500.00
P21-01475	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	2,500.00
P21-01476	Amazon Com	LEMONWOOD	Software/Lincenses (Instructional)	77.00
P21-01477	Walmart	LEMONWOOD	MAT/SUPLIES (Instructional)	500.00
P21-01478	COSTCO WHOLESALE CORPORATION	LEMONWOOD	MAT/SUPPLIES (Instructional)	500.00
P21-01479	ISSQUARED, Inc	IT	COMP EQUIP Upgrades for Distance Learning	2,600,339.52
P21-01480	COMPLETE OFFICE OF CA, INC	PURCHASING	N95 MAKES/GOWNS (COVID-19)	7,003.75
P21-01481	FRONTLINE EDUCATION	BUDGET	CONF	695.00
P21-01482	SOAR LEARNING INC	KAMALA	Materials & Supplies-Inst	2,495.00
P21-01483	Ventura Co Office Of Education	SAN MIGUEL	Travel & Conference	75.00
P21-01484	Amazon Com	Special Ed	MATLS & SUPPL (MELLRING)	217.17
P21-01485	Amazon Com	Special Ed	MATL/SUP (AAC)	157.90
P21-01486	Amazon Com	Special Ed	MATL/SUP (E.Magana)	172.35
P21-01487	Amazon Com	Special Ed	MAT/SUPL	18.83
P21-01488	Office Depot Bus Ser Div	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,400.53
P21-01489	Amazon Com	BREKKE	MAT/Distance Learning	447.21
P21-01490	ADV MEDICAL PERSONNEL SVCS INC	Special Ed	SERV(ROPER) COVID PSYCH ASSESSMENTS	76,000.00
P21-01491	Amazon Com	FRANK	Mat/Sup. - Instructional	203.01
P21-01492	Ventura Co Office Of Education	Special Ed	SERV (SES)	57,708.00
P21-01493	Amazon Com	Special Ed	MATL/SUP (SpEd Teachers) Distance Learning	1,335.60
P21-01494	Dell Direct Sales Lp	IT	COMP Equip (COVID)	34,309.27
P21-01495	Staples Direct	ASSESS ACCOUN	CompEqpt CARES Act New Harvest Distance Learning	10,422.69
P21-01496	Amazon Com	MARSHALL	MATL/SUP - Instruction	183.65
P21-01497	Amazon Com	MCAULIFFE	MATL/SUP- Instructional	1,614.71
P21-01498	Amazon Com	CURREN	mat/sup - instruction	288.60
P21-01499	Amazon Com	FACILITIES	Materials and Supplies	93.75
P21-01500	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Garcia SDC)	65.63
P21-01501	Lakeshore Learning Materials	Special Ed	MATL/SUP	50.80
P21-01502	PC MATIC, INC	ASSESS ACCOUN	Serv-5818 License Private School New Harvest	300.00
P21-01503	School Tech Supply	Special Ed	COMP EQUIPT/MATLS(ZWAAL)	317.85

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Includes Purchase Orders dated 10/21/2020 - 01/06/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-01504	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	MAT/SUPL-COVID	7,391.99
P21-01505	Pearson	Special Ed	MAT/SUPL-COVID	4,216.10
P21-01506	Petroleum Telcom Inc DBA Telecom	MARSHALL	MATL/SUP - Instruction - Distance Learning	1,118.98
P21-01507	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	MAT/SUPL	4,403.21
P21-01508	Dell Direct Sales Lp	IT	COMPEquip/Sup Upgrade for Distance LearningCOVID	446,983.75
P21-01509	Lakeshore Learning Materials	MARSHALL	MATL/SUP - Instruction	200.00
P21-01510	Monster Technology LLC	SIERRA LINDA	MATL/SUPP (SDC-Evans)	190.72
P21-01511	LRP Publications Inc	Special Ed	BKS(EDWARDS)	161.73
P21-01512	BOOM LEARNING	MARSHALL	SERV - Instruction	100.00
P21-01513	Teachers Pay Teachers	MARSHALL	SERV - Instruction	100.00
P21-01514	SMART AND FINAL-C.I. BLVD	EARLY CHILDHOO	Materials/Supplies - Instruction	26.23
P21-01515	CDW G	IT	COMP Equip Tech Upgrade for Distance Learning	144,159.19
P21-01516	COASTAL ENTERPRISES	CURREN	matl/sup - instructional	3,988.69
P21-01517	HOME DEPOT PRO-SUPPLY WORKS	FACILITIES	COVID Materials and Supplies	1,783.08
P21-01518	SCHOOL TECH SUPPLY	Special Ed	MATLS(A. ARAGON)	501.02
P21-01519	COOK CHILDRENS MEDICAL CTR	Special Ed	SERV	750.00
P21-01520	SCHOOL TECH SUPPLY	Special Ed	MATLS(BEH SCP-McA)	43.07
P21-01521	Varidesk, LLC	Special Ed	MAT/SUPPL (BEH SP & DEPT)	3,151.69
P21-01522	SCHOOL TECH SUPPLY	Pupil Srvs	EQUIP- Laptop	2,651.73
P21-01523	Teachers Pay Teachers	SAN MIGUEL	Materials & Supplies/A. Mulvihill, SLP	81.64
P21-01524	SCHOOL TECH SUPPLY	MCAULIFFE	EQUIP	1,221.50
P21-01525	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	MAT/SUPL	251.27
P21-01526	Brainpop Com LLC	LEMONWOOD	ONLINE LICENSE (Instructional)	3,745.00
P21-01527	FOLLETT SCHOOL SOLUTIONS, INC	MARSHALL	BKS - Instruction	4,509.23
P21-01528	International E-Z UP Inc	Pupil Srvs	MAT/SUP- canopy	138.83
P21-01529	Lakeshore Learning Materials	EARLY CHILDHOO	Material/Supplies - Instruction	253.75
P21-01531	Amazon Com	MARINA	MATL/SUPL - Instr - COVID	4,773.74
P21-01532	Amazon Com	FREMONT	Materials and Supplies Instructional	191.23
P21-01533	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,950.65
P21-01534	DRIFTWOOD DAIRY INC	CNS	supplies	15,000.00
P21-01535	TriMark RW Smith	CNS	equipment	7,640.98
P21-01536	SCHOOL TECH SUPPLY	IT	Comp Sup	53.86
P21-01537	Varidesk, LLC	SORIA	Matls/Sup - Instructional	980.53
P21-01538	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	714.29
P21-01539	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,439.97
P21-01540	Tom Rey Garcia dba/ Tomas Cafe & Gallery	BUSINESS	SUP/SVCE	300.00
P21-01541	SCRIPPS NATIONAL SPELLING BEE INC	MCAULIFFE	Serv-instructional	164.50
P21-01542	Amazon Com	EARLY CHILDHOO	Materials/Supplies - Instruction	21.14
P21-01543	Amazon Com	FACILITIES	Materials and Supplies	472.87

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-01544	Amazon Com	FACILITIES	Misc.Materials and Supplies	438.74
P21-01545	San Diego Co Office Of Ed	ENGLISH LEARNE	CONF-LPSBG	150.00
P21-01546	Ventura Co Office Of Education	ENGLISH LEARNE	CONF-LPSBG	30.00
P21-01547	Dept Of Toxic Substances Ctr	FACILITIES	Environmental Fee / Lemonwood	543.46
P21-01548	Amazon Com	BREKKE	Mat/Sup-Instructional	85.05
P21-01549	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	306.48
P21-01550	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	306.48
P21-01551	Varidesk, LLC	MCAULIFFE	Mat/Suppl-Instructional	669.13
P21-01552	Lakeshore Learning Materials	EARLY CHILDHOO	Materials/Supplies - Instruction	51.13
P21-01553	Demco Inc	DRIFFILL	SUPP	146.90
P21-01554	NCTM Registration Services	ENGLISH LEARNE	CONF-LPSBG	324.00
P21-01555	Amazon Com	MCAULIFFE	Mat/supp-Instrictional	117.73
P21-01556	Amazon Com	MCAULIFFE	Mat/supp-Instructional	147.04
P21-01557	Amazon Com	MCKINNA	mat-sup-instructional	1,390.04
P21-01558	Amazon Com	MCAULIFFE	Malt/supp-Instructional	167.21
P21-01559	Ventura Co Office Of Education	MCKINNA	Conf-instructional	110.00
P21-01560	Amazon Com	MCAULIFFE	Mat/Supp-Instructional	512.47
P21-01561	VENTURA CO SCHOOL BOARDS ASSOC ATTN EFRAIN CAZARES	SUPERINTENDEN	Membership	200.00
P21-01562	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,207.64
P21-01563	Ventura Co Office Of Education	LEMONWOOD	CONFERENCE	25.00
P21-01564	Amazon Com	MCAULIFFE	Mat/Supp- Instructional	291.18
P21-01565	Div Of The State Architect Att n: CASHIER	FACILITIES	DSA Fees Lemonwood	73,144.38
P21-01566	Amazon Com	RISK MGMT	Ergonomic	1,577.84
P21-01567	Tolman & Wiker Ins	BUSINESS	CONST	3,200.00
P21-01568	Costco Wholesale	SIERRA LINDA	mat/sup - instructional	1,000.00
P21-01569	Amazon Com	SIERRA LINDA	MATL/SUPP (Disc.)	129.29
P21-01570	SCHOOL TECH SUPPLY	MCAULIFFE	Mat/Supp-Instructional	1,140.69
P21-01571	Really Good Stuff	MCAULIFFE	Mat/Supp-Instructional	718.36
P21-01572	SCHOOL TECH SUPPLY	BREKKE	Mat/Sup-Instructional	1,142.15
P21-01573	SCHOOL TECH SUPPLY	BREKKE	Mat/Sup-Instructional	1,491.26
P21-01574	NEW MANAGEMENT, INC	MCAULIFFE	Mat/Supp-Instructional	79.74
P21-01575	BARNES AND NOBLE BOOKSELLERS, INC.	CURREN	bks- instructional	1,284.40
P21-01576	XPRESSMYSELF.COM LLC SMARTSIGN	MCAULIFFE	Mat/Supp-Instructional	325.26
P21-01577	PEEBEE & JAY PH	SUPERINTENDEN	Open Purchase Order	500.00
P21-01578	ORIENTAL TRADING COMPANY	KAMALA	Materials & Supplies-Inst	352.88
P21-01579	Office Depot Bus Ser Div	Special Ed	MATLS/SUPPL(OT)	706.37
P21-01580	ZINGY LEARNING	DRIFFILL	LIC/Online subscription-instructional	2,000.00
P21-01581	California School Boards Assoc	SUPERINTENDEN	CSBA AEC DEC 2020 - Event Ticket Registration	1,125.00
P21-01582	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	FACILITIES	Repair / Marshall	10,271.06
P21-01583	JB WHOLESALE ROOFING & BUILDIN G SUPPLIES, INC	FACILITIES	Roofing Materials and Supplies	2,693.75
P21-01584	Amazon Com	FACILITIES	Materials and Supplies	351.74
P21-01585	Amazon Com	FACILITIES	Materials and Supplies	128.90

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-01586	COMMERCIAL AUTO BODY	IT	Repair	5,676.97
P21-01587	COMMUNITY INITIATIVES	Pupil Svcs	CONF- Breaking Barriers	250.00
P21-01588	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	5,068.84
P21-01589	Ventura Co Office Of Education	Special Ed	SERV (PT)	21,246.75
P21-01590	Superior Sanitary Supplies	CNS	supplies	165.33
P21-01591	Ventura Co Office Of Education	ASSESS ACCOUN	Serv	275.00
P21-01592	Ventura Co Office Of Education	LOPEZ	CONF/INSTRUCTION CSI Grant	90.00
P21-01593	Walmart	SAN MIGUEL	Materials & Supplies/S. Piña	200.00
P21-01594	Walmart	SAN MIGUEL	Materials & Supplies/C. Allison	200.00
P21-01595	Amazon Com	RITCHEN	MATL/SUP-Instructional-COVID	75.36
P21-01596	Ventura Co Office Of Education	LOPEZ	CONF-INSTRUCTION CSI Grant	30.00
P21-01597	Ventura Co Office Of Education	LOPEZ	CONF/INSTRUCTION CSI Grant	145.00
P21-01598	Ventura Co Office Of Education	LOPEZ	CONF/INSTRUCTION	20.00
P21-01599	West Shield Adolescent Service	Special Ed	SERV (AE051507)	5,200.00
P21-01600	Amazon Com	Special Ed	MATL/SUP (Lockwood)	30.17
P21-01601	SCHOLASTIC INC	MCKINNA	matl/sup instructional	81.25
P21-01602	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,054.59
P21-01603	NATIONAL COUNCIL OF TEACHERS O F MATHEMATICS	LOPEZ	CONF/INSTRUCTION	1,459.00
P21-01604	ORIENTAL TRADING COMPANY	RITCHEN	MATL/SUP-Instructional-Distance Learning	61.28
P21-01605	Infant Development Assoc Of	SAN MIGUEL	Travel & Conference	105.00
P21-01606	MARBLESOFT KEYBOARD ASSISTANCE TECH	Special Ed	Matl/Sup(AAC)	134.84
P21-01607	School Specialty Inc	Special Ed	MATLS (OT)	1,506.05
P21-01608	Printech	SIERRA LINDA	MATL/SUPP (Duplo)	305.79
P21-01609	LA LIBRERIA INC	CURREN	bks - instructional	348.37
P21-01610	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	FRANK	Matl/Sup - Instructional	457.94
P21-01611	ISSQUARED, Inc	IT	SERV - COVID	675.00
P21-01612	BARNES AND NOBLE BOOKSELLERS, INC.	LEMONWOOD	BOOKS (Instructional)	275.41
P21-01613	CN School & Office Sol, Inc Cu Iver-Newlin	SIERRA LINDA	FURN (Office-1101)	4,450.31
P21-01614	BMI Systems Group	WAREHOUSE	MATLS/ SUPL	833.13
P21-01615	SMART AND FINAL-C.I. BLVD	BREKKE	MAT/SUP-Instructional	323.25
P21-01616	Ventura Co Office Of Education	ENGLISH LEARNE	CONF-LPSBG	340.00
P21-01617	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	CNS	supplies	4,000.00
P21-01618	The Berry Man Inc	CNS	supplies	4,000.00
P21-01619	Office Depot Bus Ser Div	SORIA	Mats/Sup - Instructional at home use	254.95
P21-01620	Amazon Com	RITCHEN	MATL/SUP-Instructional	145.77
P21-01621	Ventura Co Office Of Education	Special Ed	CONF	325.00
P21-01622	CMC	ENGLISH LEARNE	CONF-LPSBG	120.00
P21-01623	Home Depot Inc	SIERRA LINDA	MATL/SUPP	713.24
P21-01624	McMaster Carr Supply Co	FACILITIES	COVID Materials and Supplies	248.87
P21-01625	Grainger Inc	CNS	supplies	302.78
P21-01627	Amazon Com	EARLY CHILDHOO	Material/Supplies - Instruction	98.90
P21-01628	DICK BLICK COMPANY BLICK ART M ATERIALS	KAMALA	Materials & Supplies-Inst	341.64

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-01629	Amazon Com	FACILITIES	COVID Materials and Supplies	1,570.30
P21-01630	Amazon Com	MARINA	MATL/SUPL-Instructional	37.01
P21-01631	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	310.73
P21-01632	Ventura Co Office Of Education	CURREN	bks - instructional	603.40
P21-01633	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	2,000.00
P21-01634	Lakeshore Learning Materials	Special Ed	MATLS/SUPPL(COVID OT)	22.50
P21-01635	Brainpop Com LLC	RITCHEN	Software-Instructional	795.00
P21-01636	Perma Bound Books	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	1,650.00
P21-01637	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	230.84
P21-01638	Troxell Communications, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL computer	18,328.28
P21-01639	SCHOOL TECH SUPPLY	CNS		1,229.03
P21-01640	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	231.56
P21-01641	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	229.24
P21-01642	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	298.60
P21-01643	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	230.84
P21-01644	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	327.89
P21-01645	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	231.56
P21-01646	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	321.62
P21-01647	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	230.84
P21-01648	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	207.54
P21-01649	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	327.89
P21-01650	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	306.48
P21-01651	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	229.24
P21-01652	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	252.68
P21-01653	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	229.24
P21-01654	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	229.24
P21-01655	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	2,747.16
P21-01656	SCHOOL TECH SUPPLY	DRIFFILL	COMP SUPP-Instructional	1,893.39
P21-01657	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(PSYCH-R. KOREIE)	79,800.00
P21-01658	Read Naturally, Inc	LEMONWOOD	BOOKS	840.78
P21-01659	Teachers Pay Teachers	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	199.77
P21-01660	Otter Graphics, Inc	SAN MIGUEL	Materials & Supplies	442.94
P21-01661	CN School & Office Sol, Inc Cu Iver-Newlin	FACILITIES	Locksmith Materials and Supplies	144.41
P21-01662	BARNES AND NOBLE BOOKSELLERS, INC.	CURREN	bks - instructional	667.66
P21-01663	CENTER FOR MATHEMATICS & TEACH ING INC	LOPEZ	MATL/SUPPLY-INSTRUCTION	760.00
P21-01664	LRP Publications Inc	Special Ed	BKS(PS,MNG,DIR)	439.15
P21-01665	ELLISON EDUCATIONAL EQUIPMENT, INC.	SIERRA LINDA	MATL/SUPP (Diecut)	39.54
P21-01666	School Life, div of ImageStuff	DRIFFILL	MATL/SUPP-instructional	572.77
P21-01667	BSN Sports	WAREHOUSE	Stores Supplies	404.97
P21-01668	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	182.32
P21-01669	Regency Lighting	WAREHOUSE	Stores Supplies	596.94
P21-01670	School Health Corporation	WAREHOUSE	Stores Supplies	1,039.57
P21-01671	School Nurse Supply Co	WAREHOUSE	Stores Supplies	76.23
P21-01672	Jordanos Inc	CNS	supplies	26,724.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-01673	ADV MEDICAL PERSONNEL SVCS INC	Special Ed	SERV(N.NOVAK)	108,800.00
P21-01674	UPS - FREIGHT	Special Ed	Postage	1,000.00
P21-01675	Gold Star Foods	CNS	rental	8,000.00
P21-01676	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,697.66
P21-01677	Amazon Com	SORIA	Mats/Sup - Instructional	31.76
P21-01678	Ventura Co Office Of Education	Special Ed	SERV (NM100105)	32,803.06
P21-01679	Uline	PURCHASING	MTLS	35.33
P21-01680	Home Depot Inc	HARRINGTON	Materials & Supplies Instruction (COVID 19)	2,241.20
P21-01681	Amazon Com	MARINA	MATL/SUPL-Admin	666.45
P21-01682	Brainpop Com LLC	RAMONA	online sub/license/app	5,015.00
P21-01683	RPM TOOL GROUP ROB PEREZ SNAPO N TOOLS	TRANSPORTATIO	SUPPLIES	9,502.96
P21-01684	PEAR DECK, INC	LEMONWOOD	ONLINE LICENSE (Instructional)	2,960.00
P21-01685	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,829.31
P21-01686	OLAS EXPRESS LAUNDROMAT	CNS	other services	4,000.00
P21-01687	CATHERINE ANN WILLIAMS	ED SERVICES	LOW PERF STUD BLOCK GRANT/SERV	15,000.00
P21-01688	JOANNE BOALER	ED SERVICES	LOW PERF STUD BLOCK GRANT/SERV	20,000.00
P21-01689	Office Depot Bus Ser Div	SORIA	Mats/Sup - Instructional	124.13
P21-01690	Walmart	SIERRA LINDA	matl/sup - instructional	500.00
P21-01691	Amazon Com	CURREN	bks - instructional	621.71
P21-01693	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES (INSTRUCTION)	930.96
P21-01694	Amazon Com	SORIA	Mats/Sup - Instructional	29.43
P21-01695	CIMPRESS USA INC NATIONAL PEN CO. LLC	SORIA	Mats/Sup - Instructional	517.20
P21-01696	Perma Bound Books	LEMONWOOD	BOOKS (Instructional)	239.35
P21-01697	Perma Bound Books	SORIA	BKS - Instructional	732.25
P21-01698	Petroleum Telcom Inc DBA Telecom	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	969.75
P21-01699	SCHOOL SERVICES OF CALIFORNIA, INC.	ED SERVICES	DECLINING ENROLLMENT WORKSHOP VCOE	235.00
P21-01700	Amazon Com	TRANSPORTATIO	EQUIPMENT	1,832.15
P21-01701	Amazon Com	Pupil Srvs	MAT/SUP- priinter, ink, books	310.44
P21-01702	Amazon Com	Pupil Srvs	MAT/SUP- Tape cartridge/pens	48.84
P21-01703	Jordanos Inc	CNS	supplies	640,000.00
P21-01704	The Berry Man Inc	CNS	supplies	160,000.00
P21-01705	GJM DISTRIBUTOR INC. TRI COUNTY BREAD SERVICE	CNS	supplies	96,000.00
P21-01706	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,972.39
P21-01707	Brainpop Com LLC	RITCHEN	Software-Instructional	2,950.00
P21-01708	CAPSTONE CLASSROOM	DRIFFILL	SFTWR APPS-instructional	1,999.00
P21-01709	IXL LEARNING, INC	SORIA	SERV - Instructional	5,524.00
P21-01710	Newsela, Inc	SORIA	SERV - Instructional	5,200.00
P21-01711	SAN BERNARDINO COUNTY SUPERINT ENDENT OF SCHOOLS	Pupil Srvs	CONF	125.00
P21-01712	TRI-COUNTY OFFICE FURNITURE	IT	MATL/SUP	6,321.18
P21-01713	AURORA INDUSTRIAL HYGIENE	Pupil Srvs	SERV- N95 Mask fit	800.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-01714	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	ROSE	Materials & Supplies - Instructional	3,124.75
P21-01715	Apple Computer Inc	IT	Comp Sup	256.45
P21-01716	ADVANCES WORKPLACE STRATEGIES, INC	TRANSPORTATIO	SERVICES	2,000.00
P21-01717	Amazon Com	DRIFFILL	MATL/SUPP-instructional	269.46
P21-01718	UPS - FREIGHT	SIERRA LINDA	Postage	200.00
P21-01719	Grainger Inc	ASES	MTRL/SUP	49.30
P21-01720	Ferguson Enterprises Inc	FACILITIES	COVID Materials and Supplies	23,876.83
P21-01721	Jordanos Inc	CNS	supplies	51,720.00
P21-01722	Los Angeles Co Office Of Ed	ASES	MATL/SUPL	172.40
P21-01723	Amazon Com	PURCHASING	THERMOMETER (COVID-19)	943.00
P21-01724	Grainger Inc	FACILITIES	COVID Materials and Supplies	2,155.00
P21-01725	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	9,608.65
P21-01726	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	6,314.86
P21-01727	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	9,816.71
P21-01728	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	12,909.83
P21-01729	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG))	2,136.76
P21-01730	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	7,591.74
P21-01731	Oriental Trading Co Inc	ASES	MTRL/SUPL	1,048.97
P21-01732	CN School & Office Sol, Inc Cu lver-Newlin	SAN MIGUEL	Materials & Supplies COVID	1,391.77
P21-01733	SCHOOL TECH SUPPLY	ASES	MATL/SUP	13,455.90
P21-01734	Lakeshore Learning Materials	EARLY CHILDHOC	Materials/Supplies-Hybrid Model	3,571.40
P21-01735	ACSA/FEA	ED SERVICES	CONF	2,590.00
P21-01736	EACCESS SOLUTIONS, INC HONEYWE LL STORE	FACILITIES	COVID Materials and Supplies	73,167.35
P21-01737	Varidesk, LLC	MARINA	MATL/SUPL-Admin	2,400.13
P21-01738	Office Depot Bus Ser Div	PURCHASING	MATL/SUP (COVID-19 - STUDENT DESK SHIELDS)	240,498.00
P21-01739	TOTALLY WIRELESS GPS INC	FACILITIES	Prof Services	3,285.30
P21-01740	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	Def Maint/ Prof Service / Transportation	2,703.00
P21-01741	Ferguson Enterprises Inc	FACILITIES	Plumbing Materials and Supplies	3,742.84
P21-01742	CHILD AND FAMILY POLICY INSTIT UTE OF CALIFORNIA	Pupil Srvs	CONF	50.00
P21-01743	Home Depot Inc	ED SERVICES	MTLS (COVID-19)	29,444.43
P21-01744	INSIGHT ENVIRONMENTAL, INC.	FACILITIES	Repair / ESC Vandalism	560.00
P21-01745	AGILIS SYSTEMS, LLC LINXUP	FACILITIES	Prof Services	4,500.00
P21-01746	VENTURA STEEL INC	FACILITIES	Materials and Supplies	1,500.00
P21-01747	CASBO	PERSONNEL	Serv	175.00
P21-01748	CAREERS IN GOVERNMENT INC	PERSONNEL	serv	275.00
P21-01749	Newsela, Inc	FRANK	Serv - Instructional	6,260.00
P21-01750	WRIPAC MADERA COUNTY/ATTN: ELB A GOMEZ	PERSONNEL	conf	225.00
P21-01751	Laser Toner & Computer Supply	RISK MGMT	Comp Services & Repair	521.37
P21-01752	SCHOOL TECH SUPPLY	Pupil Srvs	EQUIP- Laptop	1,506.35
P21-01753	Newsela, Inc	RAMONA	App License (NEWSLA)	2,990.00
P21-01754	School Tech Supply	DRIFFILL	COMP EQUIP-instructional	9,068.07
P21-01755	CLASSKICK	LOPEZ	LICENSE/INSTRUCTION	187.00

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P21-01756	Brainpop Com LLC	MARSHALL	SERV - Instruction	3,370.50
P21-01757	WESTERN REGION IPMA-HR	PERSONNEL	serv	225.00
P21-01758	BIOMETRICS4ALL, INC	HR	Serv-	960.00
P21-01759	Amazon Com	MCAULIFFE	Matl/Supp-Instructional	322.12
P21-01760	Amazon Com	MCAULIFFE	Matl/Supp-Instructional	152.24
P21-01761	KRISTINE MRAZ LLC	LEMONWOOD	S/C INTERVENTION/SERV	5,400.00
P21-01762	Amazon Com	MCAULIFFE	MATL/SUPL - Instructional	21.16
P21-01763	Ventura Co Office Of Education	HR	Serv-	24,000.00
P21-01764	Amazon Com	MCAULIFFE	Matl/supp- Instructional	306.00
P21-01765	SCRIPPS NATIONAL SPELLING BEE INC	SORIA	SERV - Instructional	164.50
P21-01766	Amazon Com	DRIFFILL	MATL/SUPP-instructional Distance learning	147.78
P21-01767	Amazon Com	MARSHALL	MATL/SUP - Instruction	9.46
P21-01768	Amazon Com	RAMONA	mat./supp.-Ornament project (Amazon) -counselor	88.28
P21-01769	Amazon Com	FACILITIES	COVID Materials and Supplies	17,044.31
P21-01770	Amazon Com	ASES	MATL/SUP	146.02
P21-01771	Amazon Com	MCAULIFFE	Matl/Supplies- Instructional	160.02
P21-01772	Amazon Com	MCAULIFFE	Matl/Supp-Covid Preparation	1,370.10
P21-01773	Office Depot Bus Ser Div	IT	COMP/SUP (IT DEPT)	600.00
P21-01774	Life - Assist, Inc	RISK MGMT	Emergency Materials/Supplies	77.00
P21-01775	Printech	SIERRA LINDA	EQUIP (Duplo)	3,771.25
P21-01776	ACSA/FEA	Special Ed	CONF(ECC)	596.00
P21-01777	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(S.FRIEDMAN) COVID OT ASSESSMENTS	28,800.00
P21-01778	DRIFTWOOD DAIRY INC	CNS	supplies	480,000.00
P21-01779	Demco Inc	MCAULIFFE	Matl/Supp-Instructional	188.60
P21-01780	Social Thinking	Special Ed	MATL/SUP (OT)	1,087.68
P21-01781	Amazon Com	RITCHEN	MATL/SUP-Instructional-Distance Learning	489.65
P21-01782	Franklin Covey	RAMONA	Books other than TXT-PD Books (teachers)	383.37
P21-01783	Franklin Covey	RAMONA	Books other than TXT- Book Club for parents	383.37
P21-01784	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	200.00
P21-01785	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	207.55
P21-01786	John Wiley And Sons Inc	ENGLISH LEARNE	BOOKS- LPSBG 7510	207.55
P21-01787	IDEASTAGE PROMOTIONS LLC	PURCHASING	MTLS/COVID-19 (GOGGLE-FACE MASKS)	1,939.50
P21-01788	First Book	RAMONA	Books other than text books (Book CLub) -Library	77.46
P21-01789	WRIPAC MADERA COUNTY/ATTN: ELB A GOMEZ	PERSONNEL	conf	225.00
P21-01790	ADV MEDICAL PERSONNEL SVCS INC	Special Ed	SERV(CARDONA) COVID PSYCH ASSESSMENTS	76,000.00
P21-01791	ADV MEDICAL PERSONNEL SVCS INC	Special Ed	SERV(J. RODDIS) COVID OT ASSESSMENTS	64,000.00
P21-01792	SCHOLASTIC-MAGAZINES	RITCHEN	MATL/SUP-Instructional	797.73
P21-01793	BOOM LEARNING	Special Ed	Inst (C.Evans)	245.00
P21-01794	PEAR DECK, INC	FREMONT	Online Subscription (Instructional)	149.99

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-01795	CLASSKICK	CURREN	serv- instructional	374.00
P21-01796	NEARPOD INC	RAMONA	subscriptions/apps-Nearpod	698.00
P21-01797	Allconnected Inc	IT	EQUIP (COVID)	6,778.76
P21-01798	MHS Inc	Special Ed	SERV	1,125.00
P21-01799	ARROW RESTAURANT EQUIPMENT & S UPPLIES INC	CNS	supplies	4,723.17
P21-01800	School Tech Supply	FREMONT	Computer Equipment (Instructional)	1,045.01
P21-01801	ATITLAN ENTERPRISES LLC HATHAS PACE	FACILITIES	COVID Materials and Supplies	329,146.79
P21-01802	SCHOOL TECH SUPPLY	SAN MIGUEL	Computer Supplies	430.99
P21-01803	Scholastic Inc	Special Ed	Subscription (COVID-Distance Learning M/S)	333.19
P21-01804	Uline	ERC	Supplies	337.23
P21-01805	CABE	ENGLISH LEARNE	CONF/Title I-Parent Ed	2,254.25
P21-01806	Lakeshore Learning Materials	EARLY CHILDHOC	Materials/Supplies - Instruction	1,933.04
P21-01807	Lakeshore Learning Materials	EARLY CHILDHOC	Materials/Supplies for Instruction	435.37
P21-01808	Discount School Supply	EARLY CHILDHOC	Materials/Supplies for Instruction	110.88
P21-01809	CN School & Office Sol, Inc Cu Iver-Newlin	FACILITIES	MATL/SUP	10,171.92
P21-01810	TRI-COUNTY OFFICE FURNITURE	ED SERVICES	FURNITURE	9,417.39
P21-01811	Veritiv Operating Company	WAREHOUSE	Stores Supplies	6,529.65
P21-01812	Varidesk, LLC	Special Ed	MAT/SUPPL (T.McGEE)	189.10
P21-01813	PEAR DECK, INC	CURREN	serv - instructional	1,199.92
P21-01814	ACSA/FEA	ED SERVICES	CONF	2,161.67
P21-01815	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	310.22
P21-01816	INTERSTATE RESTORATION, LLC	FACILITIES	GEN FUND/REPAIRS (ARCHIVES REPAIR - FIRE 9/2020)	12,304.90
P21-01817	Superior Sanitary Supplies	CNS	supplies	165.33
P21-01818	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	14,413.75
P21-01819	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	17,664.49
P21-01820	SCHOOL TECH SUPPLY	IT	Comp Sup - COVID	31,038.69
P21-01821	Apple Computer Inc	IT	COMP Equip (Production Editing Bay Equipment)	9,274.32
P21-01822	SCHOOL TECH SUPPLY	MCAULIFFE	Matl/Supp-Instructional	1,386.74
P21-01823	ARAMSCO, INC EMPIRE CLEANING S UPPLY	WAREHOUSE	STORES	17,229.23
P21-01824	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	54.11
P21-01825	Amazon Com	MCKINNA	matl/sup-instructional	1,825.69
P21-01826	Express Business Machines	PURCHASING	EQUIP/MICROFILM READER/PRINTER (ARCHIVES)	14,577.50
P21-01827	Newsela, Inc	CURREN	serv- educational	5,150.00
P21-01828	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	SIERRA LINDA	MATL/SUPP (ISP)	4,785.36
P21-01829	CN School & Office Sol, Inc Cu Iver-Newlin	SAN MIGUEL	Materials & Supplies	2,845.37
P21-01830	Calif Chamber Of Commerce	RISK MGMT	Materials & Supplies	1,083.10
P21-01831	Office Depot Bus Ser Div	MCAULIFFE	Matl/Supp- Instructional	538.75
P21-01832	IMAGE APPAREL FOR BUSINESS	CUSTODIAL	SERV (20-21 CUST UNIF - ARTURO GARCIA)	116.87
P21-01833	ZONAR SYSTEM, INC	TRANSPORTATIOI	SERVICES	1,808.64
P21-01834	Food Safety Systems	CNS	consulting	36,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-01835	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	776.04
P21-01836	Amazon Com	KAMALA	Materials & Supplies-Inst	125.89
P21-01837	Amazon Com	MCAULIFFE	Mat/Supp- Covid Preparation	858.21
P21-01838	Amazon Com	MCAULIFFE	Mat/Supp-Covid Preparation	1,093.34
P21-01839	Amazon Com	MARSHALL	MATL/SUP - Instruction	1,730.75
P21-01840	Amazon Com	MCAULIFFE	Mat/Supp-Instructional	805.63
P21-01841	Amazon Com	MCAULIFFE	Mat/Supp-Covid Preparation	272.25
P21-01842	Lowe's	SIERRA LINDA	MATL/SUPP (Emergency Preparedness)	500.00
P21-01843	Amazon Com	MCAULIFFE	Mat/Supp-Covid Preparation	646.30
P21-01844	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	720.39
P21-01845	Amazon Com	FACILITIES	Materials and Supplies	151.09
P21-01846	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (COVID-19 MITIGATION FUNDS)	1,875.67
P21-01847	Pitsco Inc	SORIA	Matls/Sup - Instructional	906.40
P21-01848	Ashton Awards Inc Aswell Troph y	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	646.50
P21-01849	SCHOOL'S IN, LLC	RITCHEN	MATL/SUP-Instructional-COVID	1,486.23
P21-01850	GOLD COAST CUE C/O GENEVIEVE R EIFER, VCOE	ED SERVICES	CONF	1,560.00
P21-01851	RINCON CONSULTANTS INC	FACILITIES	BOND/BLDG/ENV SUP SVCS - MCK RECON)	41,897.00
P21-01852	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	713.16
P21-01853	PEARSON ASSESSMENT	ASSESS ACCOUN	mat/supplies - Assessments GATE	8,574.86
P21-01854	Staples Direct	FREMONT	Materials and Supplies (Intructional)	144.80
P21-01855	LUNCHASSIST, INC	CNS	consulting	3,150.00
P21-01856	Varidesk, LLC	BREKKE	MAT/SUP-ADMIN	441.24
P21-01857	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	2,247.71
P21-01858	Amazon Com	Pupil Srvs	MAT/SUP- mic for computer & goggles	123.54
P21-01859	Tyler Technologies, Inc	TRANSPORTATIO	SERVICES	1,050.00
P21-01861	CDW G	RISK MGMT	Software	945.00
P21-01862	COSTCO WHOLESALE CORPORATION	DRIFFILL	MATL/SUPP-instructional	538.75
P21-01863	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,222.04
P21-01864	Amazon Com	MCKINNA	Mat/sup-instructional	286.90
P21-01865	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	538.75
P21-01866	The Product Connection	IT	MATL/SUP (LCAP 1:40)	26,587.31
P21-01867	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,229.57
P21-01868	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	691.76
P21-01869	Amazon Com	WAREHOUSE	Stores Supplies	701.99
P21-01870	Grainger Inc	WAREHOUSE	Stores Supplies	474.64
P21-01871	Amazon Com	Special Ed	MATLS (OT-COVID19)	136.47
P21-01872	SATOR SOCCER THE AYSO STORE	ELM	MATL/SUPP-INSTRUC	4,849.06
P21-01873	Demco Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	278.66
P21-01874	SCHOOL TECH SUPPLY	IT	COMP SUP (COVID)	1,955.02
P21-01875	UCLA	ENGLISH LEARNE	CONF-LPSBG	150.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-01876	Perma Bound Books	RITCHEN	Books other than Textbooks-Instructional	1,137.84
P21-01877	W.L. SNOOK & ASSOC., INC TRAFFIC SAFETY STORE	MCKINNA	Matl/sup-instructional	412.18
P21-01878	Amazon Com	Special Ed	MATLS(Z. BRYANT)	18.72
P21-01879	Amazon Com	Special Ed	MATLS(REITZ)	124.30
P21-01880	SCHOLASTIC-MAGAZINES	SORIA	Matls/Sup - Instructional	753.39
P21-01881	WestEd	Special Ed	BKS	78.85
P21-01882	Office Depot Bus Ser Div	ERC	Supplies	165.45
P21-01883	Department Of Social Services	EARLY CHILDHOOD	State Preschool Fees	726.00
P21-01884	Vallarta	ENGLISH LEARNE	MATL	5,000.00
P21-01885	Amazon Com	RITCHEN	MATL/SUP-Instructional	272.71
P21-01886	Amazon Com	SORIA	Matls/Sup - Instructional	29.58
P21-01887	Amazon Com	MARINA	MATL/SUPL-Instructional	282.43
P21-01888	Amazon Com	Special Ed	MATLS (EARBUDS)	886.89
P21-01889	Amazon Com	FACILITIES	COVID Materials and Supplies	1,694.19
P21-01890	Amazon Com	Special Ed	MATLS(K. QUINTAL)	23.54
P21-01891	Amazon Com	MARSHALL	MATL/SUP - Instruction	696.37
P21-01892	Varidesk, LLC	Pupil Srvs	EQUIP- Varidesk	383.05
P21-01893	Varidesk, LLC	MARINA	MATL/SUPL - Admin	1,218.71
P21-01894	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	MCAULIFFE	Matl/Supp- Instructional	677.06
P21-01895	Lakeshore Learning Materials	BREKKE	MAT/SUP-Instructional	5,974.19
P21-01896	School Specialty Inc	BREKKE	MAT/SUP-Instructional	1,451.62
P21-01897	West Shield Adolescent Service	Special Ed	SERV (AE051507)	3,725.00
P21-01898	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES - COVID	1,973.12
P21-01899	Amazon Com	ED SERVICES	MATL/SUP	1,625.31
P21-01900	WestEd	ED SERVICES	BKS	262.82
P21-01901	CANON SOLUTIONS AMERICA INC	FACILITIES	EQUIP/SCANNER (FAC ARCHIVES)	9,372.97
P21-01902	Atkinson,Andelson,Loya Ruud & Romo	Pupil Srvs	CONF	169.00
P21-01903	SCHOOL TECH SUPPLY	IT	COMP Equip (COVID)	109,061.55
P21-01904	Amazon Com	RAMONA	School Safety- Traffic Flow Markers	164.73
P21-01905	Magnum Fence And Security	FACILITIES	Prof Services	5,000.00
P21-01906	Dial Security	FACILITIES	SERV (DISTRICT WIDE ALARM MONITOR/MAINT)	128,715.39
P21-01907	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	CONF-webinar	1,920.00
P21-01908	EACCESS SOLUTIONS, INC HONEYWELL STORE	FACILITIES	COVID Materials and Supplies	27,520.83
P21-01909	TRI-COUNTY OFFICE FURNITURE	ED SERVICES	FURNITURE	8,120.27
P21-01910	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	305.00
P21-01911	Amazon Com	MCAULIFFE	Matl/Supp-Instructional	109.40
P21-01912	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	3,175.65
P21-01913	CCAC Conference Registration A ttn Lisa Fercano	HR	Conf-	156.72
P21-01914	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	3,907.02
P21-01915	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	7,982.92
P21-01916	VENTURA PEST CONTROL INC	CNS	other services	14,200.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-01917	Calif Assn Of Latino Supt & Ad	SUPERINTENDEN	MEMB	300.00
P21-01918	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	346.10
P21-01919	READ WRITE THINK, LLC	LEMONWOOD	S/C INTERVENTION/SERV	5,400.00
P21-01920	JOHN LABRIOLA	FACILITIES	SERV	115,500.00
P21-01921	Newsela, Inc	LOPEZ	MATL/SUPPLY-INSTRUCTION	4,745.00
P21-01922	TOUCHMATH ACQUISITION, LLC TOU CHMATH LLC	BREKKE	MAT/SUP-RSP	158.96
P21-01923	ESGI	MCKINNA	matl/sup-instructional	541.00
P21-01924	Apple Computer Inc	EARLY CHILDHOO	COMP (COVID-19)	15,839.25
P21-01925	Loyola Marymount University	HARRINGTON	TRAVEL & CONFERENCE 5200	200.00
P21-01926	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	758.10
P21-01927	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	3,392.88
P21-01928	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	12,954.21
P21-01929	Lakeshore Learning Materials	ENGLISH LEARNE	MATL/SUP- MATH (LPSBG)	11,691.34
P21-01930	QUINN COMPANY	IT	MAINT/AGREEMENT(aka:Quinn)	2,502.00
P21-01931	Amazon Com	BREKKE	MAT/SUP-RSP	52.97
P21-01932	Amazon Com	BREKKE	MAT/SUP-SPED	215.26
P21-01933	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	2,295.57
P21-01934	Amazon Com	ASES	MATL/SUP	34.13
P21-01935	Amazon Com	RITCHEN	MATL/SUP-Instructional	554.45
P21-01936	Casa Pacifica	Special Ed	SERV (JR062907)	114,482.65
P21-01937	Ventura Co Office Of Education	Special Ed	SERV (JM111710 - SCP SERVICES)	39,051.94
P21-01938	PONZURIC LEARNING SOLUTIONS	Special Ed	SERV	1,000.00
P21-01939	Ventura Co Office Of Education	Special Ed	SERV (JM111710 - ASL SERVICES))	72,940.00
P21-01940	EJ Harrison & Sons Inc	DISTRICT OFFICE	UTIL (DIST WIDE TRASH PU)	225,000.00
P21-01941	Amazon Com	KAMALA	Materials & Supplies-Inst	411.54
P21-01942	SCHOOL TECH SUPPLY	ED SERVICES	MATL/SUP	2,388.52
P21-01943	Varidesk, LLC	ED SERVICES	MATL/SUP / EQUIP	1,338.26
P21-01944	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	SERV	25,000.00
P21-01945	KAREN SCHNEE	Special Ed	SERV	9,000.00
P21-01946	ANN SIMUN DBA/ NEUROPSYCHOLOGY PARTNERS	Special Ed	SERV	15,000.00
P21-01947	ALTERNATIVE BEHAVIOR STRATEGIE S, LLC	Special Ed	SERV	500,000.00
P21-01948	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	1,056.22
P21-01949	HEALTH 4 HIRE, INC	ASES	CONF	10,430.00
P21-01950	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUPPLIES (Distance Learning)	200.44
P21-01951	Grainger Inc	LEMONWOOD	MAT/SUPPLIES (Instructional)	224.44
P21-01952	Uline	LEMONWOOD	MAT/SUPPLIES (Instructional)	998.76
P21-01953	READ WRITE THINK, LLC	LEMONWOOD	TITLE III/SERV	5,000.00
P21-01954	CASCWA So Section	Pupil Srvs	CONF- CASCWA	175.00
P21-01955	San Diego Co Office Of Ed	Pupil Srvs	CONF- San Diego COE	90.00
P21-01956	KERN CTY SUPERINT. OF SCHOOLS C/O FCMAT	Pupil Srvs	CONF- Kern County Supt. Sch.	100.00
P21-01957	Amazon Com	FACILITIES	Materials and Supplies	273.74
P21-01958	Amazon Com	FACILITIES	Materials and Supplies	313.12
P21-01959	Amazon Com	Pupil Srvs	MAT/SUP- student mic	58.74

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PO Number	Vendor Name	Loc	Description	Order Amount	
P21-01960	VCOE - 0950	Pupil Srvs	CONF- Equity	45.00	
P21-01961	Amazon Com	Pupil Srvs	MAT/SUP- Ink for Brother printer	144.78	
P21-01962	Amazon Com	FACILITIES	Materials and Supplies	26.81	
P21-01963	Amazon Com	SORIA	Mats/Sup - Instructional	54.14	
P21-01964	Amazon Com	FACILITIES	Materials and Supplies	588.63	
P21-01965	SCHOOL TECH SUPPLY	ASSESS ACCOUN	Equip computer-CARES Act New Harvest	4,138.85	
P21-01966	Perma Bound Books	FRANK	Matl/Sup - Instructional	115.08	
P21-01967	AURORA INDUSTRIAL HYGIENE	Pupil Srvs	SERV- N95 mask	400.00	
P21-01968	Service Lighting & Electrical Supplies Inc / 1000Bulbs.com	FACILITIES	Electrical Materials and Supplies	1,616.25	
P21-01969	QUINN COMPANY	IT	Repair	560.30	
P21-01970	Veritiv Operating Company	WAREHOUSE	MATL/SUP (HAND SANITIZER DISP./REFILLS)	29,736.25	
P21-01971	QUINN COMPANY	IT	Repair	1,761.93	
P21-01972	Amazon Com	MARSHALL	MATL/SUP - Instruction	32.93	
P21-01973	POLYSPEDE ELECTRONICS CORP.	FACILITIES	Materials and Supplies	730.05	
P21-01974	Fence Factory	FACILITIES	Bond Funds / Rental / McKinna Fence	3,791.64	
P21-01975	SWRCB/SW Fees	FACILITIES	Bond Funds / Fees / McKinna	861.00	
P21-01976	Amazon Com	CURREN	matl/sup - instructional	1,068.81	
P21-01977	SOFTCHOICE CORPORATION	IT	SOFTWARE (MS LICENSE RENEWAL)	79,658.17	
P21-01978	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	70.43	
P21-01979	Assoc of Two-Way & Dual Lang c/o MWH	SORIA	CONF - Instructional	325.00	
P21-01980	Super Teacher dba Modern Chalk board	BREKKE	SOFTWARE (Jodi McAulay)	24.95	
P21-01981	Perma Bound Books	LEMONWOOD	LIBRARY BOOK (Instructional)	4,173.00	
P21-01982	Reading Horizons	Special Ed	MATLS	14,797.43	
P21-01983	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	SORIA	Mats/Sup - Instructional	115.27	
P21-01984	Amazon Com	KAMALA	Materials & Supplies-Inst	204.89	
P21-01985	Amazon Com	DRIFFILL	matl/supp-instructional COVID	984.18	
P21-01986	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,694.89	
P21-01987	Amazon Com	FREMONT	Materials and Supplies Instructional (RSP)	234.89	
P21-01988	Learning Rights Law Center Client Trust Account	BUSINESS	SERV-attorney fees	141,250.00	
P21-01989	Calif Assn Of Latino Supt & Ad	SUPERINTENDEN	Conference	179.00	
P21-01990	Printech	KAMALA	MAT / SUP	837.15	
P21-01991	Ricoh Usa, Inc	PURCHASING	MAINT (ARCHIVES SCANNER/SOFTWARE)	1,607.63	
P21-01992	Ricoh Usa, Inc	PURCHASING	MAINT (APPXTENDER MAINT/SUPPORT)	4,465.11	
P21-01993	Demco Inc	LEMONWOOD	LIBRARY BOOKS (Instructional)	268.28	
P21-01994	Central Institute For The Deaf	Special Ed	MAT/SUPL	27.55	
P21-01995	FLUE STEAM INC	CNS	operations	425.00	
P21-01996	Ventura Co Office Of Education	Special Ed	SERV (PT)	21,268.80	
P21-01997	Ventura Co Office Of Education	Special Ed	SERV (OM)	15,008.82	
Total Number of POs			611	Total	11,582,025.01

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Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	555	9,598,169.56
120	CHILD DEVELOPMENT FUND	11	7,346.65
130	CAFETERIA FUND	43	1,789,990.50
140	DEFERRED MAINTENANCE FUND	1	2,703.00
214	BOND FUND MEASURE D 2016	8	183,815.30
		Total Fiscal Year 2021	11,582,025.01
		Total	11,582,025.01

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PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
NP21-00007	4,579.64	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	4.61-
P18-01432	10,596,308.00	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTR/	11,591.00-
P19-00320	285,000.00	140-6210	DEFERRED MAINTENANCE FUND/ARCHITECT/ENGINEE	105,000.00
P19-00634	231,331.50	214-6280	BOND FUND MEASURE D 2016/CONSTRUCTION TESTIN	10,000.00
P19-00678	29,646,283.00	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTR/	647,573.00
P19-02345	51,632.14	214-4400	BOND FUND MEASURE D 2016/NON-CAP EQUIP (\$500-\$	1,415.00-
P19-03068	1,522,407.20	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	380,601.60
P20-01421	121,290.00	214-6290	BOND FUND MEASURE D 2016/INSPECTION	8,050.00
P20-01630	109,440.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	4,032.00-
P20-02530	99,678.96	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	.00
P20-02677	32,353.76	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,353.76
P21-00034	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P21-00036	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P21-00046	2,154.25	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	54.25
P21-00177	2,500.00	010-5632	GENERAL FUND/REPAIRS	500.00
P21-00225	11,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00
P21-00269	6,500.00	010-5632	GENERAL FUND/REPAIRS	6,000.00
P21-00305	5,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,000.00
P21-00413	330,000.00	010-5900	GENERAL FUND/COMMUNICATIONS	10,000.00
P21-00478	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P21-00500	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P21-00625	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P21-00645	31,600.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	25,000.00
P21-00762	55,700.67	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	30,700.67
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,950.25
			Total PO P21-00762	41,650.92
P21-00781	436.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	423.26-
P21-00838	30,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,000.00
P21-00885	586.14	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	289.72
P21-00968	5,063.22	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.67
P21-01032	24,598.86	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	969.54
P21-01052	21,868.32	140-6173	DEFERRED MAINTENANCE FUND/SITE & LAND IMPROV	5,378.32
P21-01056	1,096.46	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	273.03
P21-01208	1,700.18	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWAR	921.71
P21-01277	446,441.83	140-6200	DEFERRED MAINTENANCE FUND/BUILDINGS AND IMPF	53,400.00
P21-01319	307.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	876.29-
			Total PO Changes	1,306,182.36

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.

ESCAPE ONLINE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 20, 2021

Agenda Section: Section C: Consent Agenda

Approval of the 2020-21 Quarterly Report on Williams Uniform Complaints, Second Quarter (Torres)

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, no complaints were filed with any school in the district during the quarter indicated above.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2020-21 Quarterly Report on Williams Uniform Complaint, Second quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams Quarterly Report JAN2021 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2020-21 District: **Oxnard School District**

Person completing this form: **Dr. Victor Torres** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **January 2021 (10/01/20 to 12/31/20)**

Date for information to be reported publicly at governing board meeting: **January 20, 2021**

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
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Karling Aguilera-Fort

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 20, 2021

Agenda Section: Section C: Consent Agenda

Liability Claim: **GHC0032239 (Torres/Magana)**

On August 11, 2020 the Oxnard School District received a verified claim form from claimant. The claimant alleges that a bean bag that was left in the classroom was damaged when rain entered the classroom. The claimant is seeking damages for lost property.

FISCAL IMPACT:

There is no expected fiscal impact from this claim.

RECOMMENDATION:

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject George Hills Claim No. GHC0032239.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 20, 2021

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Lin/Torres)

Establish

an eight hour 246 day Office Assistant III position number 10162 to be established at San Miguel school. This position will be established to provide additional support.

a four hour 180 day Campus Assistant position number 10163 to be established at Chavez school. This position will be established to provide additional support.

Increase

a three hour and ten minute Paraeducator I position 7177 to be increased to four hours and ten minutes at Kamala school. This position will be increased to provide additional support.

a three hour and ten minute Paraeducator I position 7176 to be increased to four hours and ten minutes at Kamala school. This position will be increased to provide additional support.

a three hour and ten minute Paraeducator I position 9159 to be increased to four hours and ten minutes at Lemonwood school. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for Office Assistant III: \$78,046 Special Ed

Cost for Campus Assistant: \$15,905 Site funds

Cost for increase of 2 Paraeducator I's: \$9,628 Site funds

Cost for increase of Paraeducator I at Lemonwood: \$4,814 Site funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 20, 2021

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Lin)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Personnel Actions \(two pages\)](#)

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Forsythe, James	SPED Teacher,	01/11/2021
Guevara, Christopher	Substitute Teacher	2020/2021 School Year
Valladolid, Juan	Substitute Teacher	2020/2021 School Year
Rodriguez, Marisa	Substitute Counselor	2020/2021 School Year
Garcia, Cassaundra	ISP, Ramona	01/11/2021

Change of Status

Garcia Martinez, Belinda	RIF to temporary Newcomer Academy	01/11/2021
Rodriguez, Victor	Reinstated to temporary 6 th Grade DLI	01/11/2021

39-Month Rehire

Warren, Gail	Teacher, Kamala	12/18/2020
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Return from Leave

Koppenjan, Tina	Teacher, Marshall	1/11/2020
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CLASSIFIED PERSONNEL ACTIONS

January 20, 2021

New Hire

Cabral Guereca, Erika C	Paraeducator II, Position #8015 Special Education 5.75 hrs./183 days	12/09/2020
Cervantes, Alberto A	Paraeducator II, Position #9301 Special Education 5.75 hrs./183 days	12/10/2020
Heikes, Geniveve D	Campus Assistant, Position #3024 McAuliffe 4.0 hrs./180 days	12/01/2020
Keshmiri, Andrew	Special Education Data Technician, Position #9283 Special Education 8.0 hrs./246 days	12/11/2020
Vargas, Elizabeth	Campus Assistant, Position #2997 Lopez 5.5 hrs./180 days	12/08/2020

Limited Term

Ojeda, Yolanda	Paraeducator (substitute)	12/09/2020
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Recall from Layoff

Zamora, Alma	Paraeducator I, Position #10116 Chavez 4.0 hrs./183 days	12/16/2020
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Resignation

Harper, Stephanie	Library Media Technician, Position #2199	12/18/2020
Valles, Alyssa M	Paraeducator II, Position #9302	12/31/2020

Retirement

Connor, Lyle D	Custodian, Position #1175	11/30/2020
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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 20, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-119, Nigro & Nigro, PC – District Audit Services for Fiscal Years 2020-21 through 2022-23 (Penanhoat/Crandall Plasencia)

Agreement #20-119 is a three (3) year agreement with Nigro & Nigro, PC to perform the District's General Audit as well as the Performance Audit of the Measure D General Obligation Bond Building Funds.

FISCAL IMPACT:

2020-21 - \$48,500.00 General Audit - \$9,000.00 D Bond Audit - **Total: \$57,500.00**

2021-22 - \$48,500.00 General Audit - \$9,000.00 D Bond Audit – **Total: \$57,500.00**

2022-23 - \$48,500.00 General Audit - \$9,000.00 D Bond Audit – **Total: \$57,500.00**

Three (3) year total not to exceed **\$172,500.00** and will be paid from the General Fund.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees approve Agreement #20-119 with Nigro & Nigro, PC, for audit services for fiscal years 2020-21, 2021-22 and 2022-23.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-119, Nigro & Nigro PC \(6 Pages\)](#)

[Engagement Letter \(General Audit\) \(8 Pages\)](#)

[Engagement Letter \(Measure D\) \(4 Pages\)](#)

AGREEMENT #20-119 PROFESSIONAL AUDIT SERVICES

THIS AGREEMENT is made and entered into, the 20th day of January 2021 between the Oxnard School District of 1051 South A Street, Oxnard, California 93030, in Ventura County, State of California, hereinafter “**DISTRICT**,” and Nigro & Nigro PC, Certified Public Accountants of 25220 Hancock Avenue, Suite 400, Murrieta, CA 92562, hereinafter “**AUDITOR**”.

RECITALS

WHEREAS, pursuant to Section 41020 of the Education Code, the **DISTRICT**’s Board of Trustees is required, on an annual basis, to provide for an audit of the books and accounts of the **DISTRICT**;

WHEREAS, the **AUDITOR** are Certified Public Accountants duly authorized to practice and licensed as such by the California Board of Accountancy and are deemed by the State Controller’s Office as qualified to conduct audits of local educational agencies;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises hereinafter contained, the Parties agree as follows:

1. **ENGAGEMENT OF AUDITOR**. The **DISTRICT** hereby engages the **AUDITOR**, and the **AUDITOR** hereby accepts the engagement, to audit all books and accounts of said **DISTRICT** in the manner and upon the conditions set forth herein.

2. **AUDIT PROCEDURE AND SCOPE**. The audit shall be made in accordance with generally accepted auditing standards and shall include, to the extent applicable, the audit procedures required by the State Controller’s Office as detailed in the State Controller’s most recent publication of “Standards and Procedures for Audits of California K-12 Local Educational Agencies” (“Audit Guide”), and such other publications on school district audit procedures of the State Controller as have been or shall be issued during the period of this Agreement. The scope of audit shall not be limited to that provided in the aforementioned publications in the event that in the opinion of the **AUDITOR**, particular circumstances warrant extension thereof. The audit shall include all funds of the **DISTRICT** including the General Fund, Special Revenue Funds, Building Funds, Bond Interest and Redemption Fund, Cafeteria Account, Student Body Funds, and Long-Term Debt Accounts, and any other funds in the control and jurisdiction of the **DISTRICT**. Data Collection (SF-SACS) Form will also be requested. **AUDITOR** shall also conduct a performance audit of the Measure M6 General Obligation Bond Building Fund of the **DISTRICT** in accordance with the California Constitution and Proposition 39.

The **AUDITOR** shall, upon the request of the **DISTRICT**, assist the **DISTRICT** in making estimates of the audit costs for budget purposes, and upon completion of the audit, render a statement in full of time and expense charges to the **DISTRICT**.

The **AUDITOR** shall provide the State Controller access to audit working papers to permit the State Controller to complete a review upon request pursuant to Section 14504 of the Education Code. The **AUDITOR**’s scope of services shall also include any consultations on the audit report or reports, or

any revisions thereof, or the furnishing of any additional data in connection therewith, as may be required by the State Controller's Office.

In cases wherein the AUDITOR can and does place reliance upon the work of a state agency, another individual accountant or firm of public accountants or certified public accountants, the AUDITOR shall state in the audit report the extent of such reliance and shall name the agency, accountant or accountants upon whose work the AUDITOR relies. Nothing in this paragraph shall be construed to limit the responsibility on the part of the AUDITOR or to obligate the AUDITOR to accept or perform work that is not in compliance with the specifications of the engagement.

3. AUDIT PERIOD. The AUDITOR shall perform an audit of the three fiscal years July 1, 2020 through June 30, 2021, July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2023.

4. FORM AND CONTENT OF REPORTS. The form and content of the audit reports shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State Controller under Section 41020 of the Education Code.

5. EXTRA WORK AND SERVICES. In the event that circumstances disclosed by the audits indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the AUDITOR shall provide the DISTRICT written notice of all ascertainable facts relative to such circumstance, together with an estimate or estimates of the additional cost or costs of furnishing a more detailed verification. In the event that the DISTRICT authorizes and approve the performance of extra work and services, it shall so notify the AUDITOR in writing. Should the DISTRICT elect not to employ extended procedures, then, and in that event, the audit report will be subject to qualification with respect to the circumstances involved.

6. RENDERING REPORTS. The audit shall be completed, and the audit reports shall be delivered in the manner and to the parties hereinafter set forth, not later than December 15th following the fiscal year being audited. Audit progress reports will be provided, as requested by the DISTRICT. Upon request, the AUDITOR will provide a draft report, participate in an exit conference and present the final audit to the DISTRICT's Board of Trustees.

7. FILING OF REPORTS. Twenty-five (25) copies of each report on examination herein required to be made shall be prepared and substantially bound by the AUDITOR.

8. BEGINNING WORK. The AUDITOR shall commence work on this engagement as soon as practicable after the execution of this contract.

9. COMPENSATION. The total amount that may be expended for the audits provided herein is as follows:

Year Ended June 30, 2021	Year Ended June 30, 2022	Year Ended June 30, 2023
\$48,500.00 (Gen. Audit)	\$48,500.00 (Gen. Audit)	\$48,500.00 (Gen. Audit)
\$ 9,000.00 (“D” Bond Audit)	\$ 9,000.00 (“D” Bond Audit)	\$ 9,000.00 (“D” Bond Audit)
\$57,500.00 (Total)	\$57,500.00 (Total)	\$57,500.00 (Total)

10. PAYMENT. The DISTRICT shall pay the AUDITOR ninety percent (90%) of the payment due under this Agreement, including payment for extra work and services, as the audit work is completed and upon receipt of the AUDITOR’S invoices. The AUDITOR shall invoice the DISTRICT on a monthly basis for work performed. The final ten percent (10%) due for each fiscal year audit shall be remitted to the AUDITOR upon certification by the State Controller that the audit report conforms to the reporting provisions of the Audit Guide. In accordance with Section 14505(b) of the Education Code, fifty percent (50%) of the audit fee for any subsequent year of a multi-year contract shall be withheld if the prior year's audit report failed to be certified as conforming to reporting provisions of the Audit Guide. The withheld amount shall not be payable unless payment is ordered by the California Board of Accountancy or the audit report for that subsequent year is certified by the State Controller as conforming to reporting provisions of the Audit Guide.

11. INDEMNITY. To the fullest extent permitted by law, the AUDITOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

1. Any and all claims under workers' compensation acts and other employee benefit acts with respect to the AUDITOR'S employees arising out of the AUDITOR'S work under this Agreement; and
2. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the AUDITOR or any person, firm or corporation employed by the AUDITOR upon or in connection with the audit, except for liability resulting from the negligence or willful misconduct of the DISTRICT its officers, employees, agents or persons who are directly employed by the DISTRICT,
3. Any loss, injury to, death or persons or damage to property caused by any act, neglect, default or omission of the AUDITOR, or any person, firm or corporation employed by the AUDITOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the Audit, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the negligence of the DISTRICT.

The AUDITOR, at AUDITOR'S own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability as may arise in this section Indemnity (1)(2)(3), and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

12. **INSURANCE.** The AUDITOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the DISTRICT which will protect the AUDITOR and the DISTRICT from claims which may arise out of or result from the AUDITOR'S actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. **Workers' Compensation and Employers Liability Insurance** in accordance with the laws of the State of California.
2. **Comprehensive general and auto liability insurance** with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 - a. owned, non-owned and hired vehicles;
 - b. blanket contractual;
 - c. broad form property damage; and
 - d. personal injury.
3. **Professional liability (Errors and Omissions) insurance**, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the first year term of this Agreement and renewed each year thereafter that the Agreement is renewed.

Each policy of insurance required in (a), and (b) above shall name the DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of the AUDITOR hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to the DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The AUDITOR shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the AUDITOR shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the AUDITOR fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the AUDITOR, and in such event the AUDITOR shall reimburse the DISTRICT upon demand for the cost thereof.

The AUDITOR shall provide a certificate of each policy each year the Agreement is in effect. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

13. ASSOCIATES. The AUDITOR shall have the option, with the written consent of the DISTRICT, to associate with them and at their expense accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this Agreement.

14. SUCCESSORS AND ASSIGNS. All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns. Except as provided herein, the AUDITOR shall not sublet, assign, or transfer their interest in this contract without the written consent of the DISTRICT.

15. TERMINATION. Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement. In the event of such termination, the Auditor shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the DISTRICT, and the AUDITOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein. Additionally, this Agreement shall be null and void if a firm or individual is declared ineligible pursuant to Section 41020.5(c) of the Education Code.

16. AMENDMENT. This Agreement may be amended or altered upon the mutual, written agreement of the parties.

17. OFFICE FACILITIES. The DISTRICT shall provide or arrange for and provide adequate office facilities (exclusive of equipment, supplies, or services) for consummation of work hereunder without charge to the AUDITOR.

18. WAIVER. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the DISTRICT of any work or services by the AUDITOR shall not constitute a waiver of any of the provisions of this Agreement.

20. ENTIRE AGREEMENT. The terms and conditions of this Agreement, incorporating by reference the attached Engagement Letters submitted by the AUDITOR, shall comprise the full contract between the parties.

IN WITNESS THEREOF said parties to this agreement have executed these presents, and hereunto set their hands all on the day and year herein first above written.

OXNARD SCHOOL DISTRICT:

NIGRO & NIGRO, PC:

Signature

Signature

By: Lisa A. Franz, Director of Purchasing

By: Jeff Nigro, CPA, CFE

Date

Date

Federal Tax ID #95-6002318

Federal Tax ID # _____



September 25, 2020

To the Board of Education and Management of
Oxnard School District
1051 South A Street
Oxnard, CA 93030

We are pleased to confirm our understanding of the services we are to provide Oxnard School District for the fiscal years ended June 30, 2021 through 2023. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Oxnard School District as of and for the fiscal years ended June 30, 2021 through 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Oxnard School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Oxnard School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Schedule of Proportionate Share of the Net Pension Liability
- 4) Schedule of Pension Contributions
- 5) Schedule of changes in the net OPEB liability and related ratios
- 6) Schedule of District's Proportionate Share of the Net OPEB Liability - MPP Program

We have also been engaged to report on supplementary information other than RSI that accompanies Oxnard School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA

MURRIETA OFFICE 25220 Hancock Avenue, Suite 400, Murrieta, CA 92562 • P: (951) 698-8783 • F: (951) 699-1064
WALNUT CREEK OFFICE 2121 N. California Blvd. #290, Walnut Creek, CA 94596 • P: (844) 557-3111 • F: (844) 557-3444

- 1) Schedule of expenditures of federal awards.
- 2) Schedule of average daily attendance
- 3) Schedule of instructional time
- 4) Schedule of financial trends and analysis
- 5) Reconciliation of annual financial and budget report with audited financial statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Local Educational Agency organization structure

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Education of Oxnard School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete

the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the school district. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the school district and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Oxnard School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that school district programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including

award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the school district from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of the audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of Nigro & Nigro and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nigro & Nigro personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend,

or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The maximum annual fee for auditing services under the terms of this agreement shall be \$48,500 per year, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in GASB standards, Government Auditing Standards or the Audit Guide issued by the Education Audit Appeals may be in addition to the above maximum fee. In addition to such payment for auditing services, the auditor shall be reimbursed for such mileage as may be necessary. Mileage on vehicles will be billed at the standard IRS rate. Our invoices for these fees will be rendered as work progresses and are payable within 30 days. In accordance with our firm policies, your account becomes delinquent when it is 90 days or more overdue. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide. This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The amount withheld is not payable unless payment is ordered by the California Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of subdivision (a) of Section 14503. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring additional costs.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to Oxnard School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Very truly yours,

Nigro & Nigro, PC

Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Oxnard School District.

APPROVED:

Oxnard School District

Date



September 25, 2020

To the Board of Education and Management of
Oxnard School District
1051 South A Street
Oxnard, CA 93030

We are pleased to confirm our understanding of the services we are providing for Oxnard School District for the fiscal years ended June 30, 2021 through 2023. We will audit the financial statements of the Measure D Building Fund of Oxnard School District as of and for the fiscal years ended June 30, 2021 through 2023. We will also conduct an annual performance audit in accordance with *Government Auditing Standards* to ensure that bond proceeds have been spent only on allowable costs.

Objective

The objective of our financial audit is the expression of an opinion about whether the financial statements of the Measure D Building Fund are fairly presented, in all material respects, in conformity with generally accepted accounting principles.

The objective of our performance audit is the expression of an opinion about whether the expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "D".

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of Oxnard School District and other procedures we consider necessary to enable us to express an opinion on whether the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or form an opinion, we may disclaim an opinion or not issue a report.

Audit Procedures

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit is not designed, though, to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. We will inform you of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. In addition, we will inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Oxnard School District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that Oxnard School District complies with applicable laws,

regulations, contracts, and other agreements.

Our procedures will also include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and will include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate internal control-related matters to management and those charged with governance as required by professional standards.

Management Responsibilities

We understand that you will make all financial records and related information available to us for our audit and that you are responsible for the accuracy and completeness of that information. The management of Oxnard School District has the responsibility for the proper recording of transactions in the books of account, for establishing and maintaining effective internal controls, including monitoring ongoing activities, for the safeguarding of assets, for ensuring compliance with applicable laws and regulations, and for the preparation and substantial accuracy of the financial statements, in accordance with generally accepted accounting principles. Although we may advise you about appropriate accounting principles and their application, the selection and method of application are the sole responsibility of the Oxnard School District' management. As part of our engagement, we may also propose standard, adjusting, or correcting journal entries on your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing all services performed as part of this engagement as well as evaluating the adequacy and results of those services and accepting responsibility for the services. In addition, management is responsible for adjusting the financial statements for all material adjustments and for confirming to us in the management representation letter that all uncorrected misstatements aggregated by us during the current audit engagement are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

By your signature below, you acknowledge that you are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government that involves management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government that have been received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate actions to remedy any fraud, illegal acts, or violations of contracts and agreements. You agree that you will confirm to us in your management representation letter your understanding of your responsibilities as defined in this letter.

Other

Peter Glenn is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Nigro & Nigro's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

It is our policy to keep records related to this engagement for seven (7) years. However, Nigro & Nigro does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Nigro & Nigro shall be free to destroy our records related to this engagement.

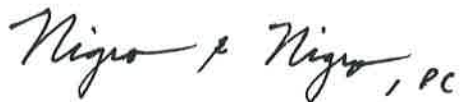
The maximum annual fee for auditing services under the terms of this agreement shall be \$9,000 annually. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring additional costs.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to Oxnard School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in cursive script that reads "Nigro & Nigro, PC".

Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Oxnard School District.

APPROVED:

Oxnard School District

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 20, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #20-79 – Ventura County Office of Education (DeGenna/Ridge)

Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE Region 17), will reimburse Oxnard School District for all supplementary services provided to eligible migrant students and/or eligible parents/guardians eligible to receive services as previously agreed and approved by VCOE Region 17. VCOE Region 17 will verify eligibility of students and parents, will provide necessary training for District classified and/or certificated staff working directly or indirectly with eligible migrant students and parents, and will provide necessary office supplies, materials, and forms. VCOE Region 17 will also provide supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant educational activities.

Term of the Agreement/MOU: July 1, 2020 through June 30, 2021

FISCAL IMPACT:

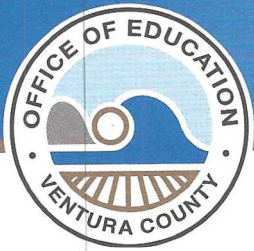
None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-79 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-79, Ventura County Office of Education \(2 Pages\)](#)



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

**Letter of Agreement
Between
Migrant Education Program, Region 17,
Ventura County Office of Education
And
Oxnard School District**

This is a Letter of Agreement to provide supplementary educational services for eligible students in the Migrant Education Program is between the Migrant Education Program, Region 17, Ventura County Office of Education, hereinafter referred to as the Region and Oxnard School District, hereinafter referred to as the District.

The period covered by this agreement shall be from July 1, 2020, to June 30, 2021 inclusive.

The Region agrees to:

- 1.0 Reimburse the District upon receipt of an invoice with relevant receipts for any supplementary services with prior approval by the Region provided by the District for eligible migrant education program students and/or eligible migrant education program parents.
- 2.0 Verify eligibility of students and parents by an official State approved Certificate of Eligibility and/or a regional computer printout.
- 3.0 Provide any necessary training for the District staff, classified and/or certificated, working directly or indirectly with eligible migrant students.
- 4.0 Provide a qualified Recruiter employed by the Region to identify and recruit all potential migrant students and/or parents.
- 5.0 Provide supervision and evaluation of the Recruiter in the performance of his/her duties.
- 6.0 Provide any necessary and relevant office supplies, materials, forms, and documents in the provision of the Migrant Education Program supplementary services.
- 7.0 Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary and providing there are funds currently available.
- 8.0 Provide educational supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant cultural, social, and educational activities provided in the State Core Standards, within the funds available and provided by the Region.
- 9.0 Provide supplementary educational services to Priority For Service and At-Risk Migrant Students Far Below Basic and Below Basic before serving Basic and Above migrant students, whenever possible.

The District agrees to:

- 1.0 Submit a monthly invoice with appropriate supportive documentation to the Region for reimbursement for all supplementary service costs provided to eligible migrant students and eligible migrant parents previously agreed and approved by the Region and the District jointly in writing.
- 2.0 Provide appropriate educational facilities for both the summer school program and the regular school year program.
- 3.0 Provide relevant student and/or parent information in order to determine eligibility and/or participate in educational events.

TERMINATION:

Either party, in writing, may terminate this Letter of Agreement at any time upon 30 days' written notice to the other Party.

REVISION/AMENDMENT:

This Letter of Agreement may be revised and/or amended by mutual agreement of both parties at any time during the duration of the agreement.

IDEMNIFICATION/HOLD HARMLESS:

Each party agrees that it will indemnify, hold harmless and defend the other party, its officers, employees, and agents, from all claims, losses and damages, including property damage, personal injury, death, attorney fees and liability of every kind, directly or indirectly arising from the negligent acts or omissions, or willful misconduct, of that party.

The parties have evidenced their acceptance of this Letter of Agreement by their signatures affixed below.

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

Migrant Education Program
Region 17
Ventura County Office of Education
5189 Verdugo Way
Camarillo, California 93012

By: _____
Signature of District Designee

Lisa A. Franz, Director, Purchasing
Print Name, Title, and Date

By: _____
Signature of Regional Director

Print Name, Title, and Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 20, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #20-121, County of Ventura (DeGenna/Ridge)

The purpose of the MOU is to create and confirm an effective working relationship between the County of Ventura and Oxnard School District. Public Health Nursing Teen Project, an initiative of the County of Ventura, will conduct “Mothers and Daughters” teen pregnancy prevention workshops for families in Oxnard School District. In addition, the Public Health Nursing Teen Project will provide nursing consultation to Oxnard School District staff and their collaborative partners.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-121 with the County of Ventura.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-121, County of Ventura \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #20-121
Public Health Nursing Teen Project

OXNARD SCHOOL DISTRICT

This Agreement (“MOU”) is entered into between the County of Ventura and the Oxnard School District.

PURPOSE: The purpose of the MOU is to create and confirm an effective working relationship between the designated party and Oxnard School District. This MOU also provides the means by which the (“Provider”) County of Ventura, through its Public Health Department, and the Oxnard School District will maintain a collaborative relationship to ensure inter-agency services to students and family at various elementary schools within the district.

TERM: The term of this MOU shall be July 1, 2020 through June 30, 2021.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by the County of Ventura.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Provider’s staff as they meet with families at school sites.
3. Provide family referrals to the provider as appropriate.
4. Outreach Specialists or designated staff will provide information about the provider and offered programs to families as appropriate.
5. Distribute flyers in targeted sites. Flyers shall be supplied by Provider.

B. The Provider agrees to the following:

1. Provide representations at meetings convened by the Oxnard School District to review the program.
2. Conduct “Mothers and Daughters” and or “My Son and I” teen pregnancy prevention workshops at identified sites throughout the Oxnard School District.
3. Provide nursing consultation to Oxnard School District staff and collaborative partners.
4. Provide education and anticipatory guidance to clients and families about the causes, prevention and remediation of health issues as related to healthy development.
5. Facilitate and advocate for the delivery of appropriate services to meet the health needs of the client.
6. Provide quality assurance activities.
7. Ensure that Provider’s licensed employees have completed requirements to maintain license and have received adequate training in the services being provided.

8. Communicate with administration or designee at school sites regarding families referred to any of the programs.
9. Inform appropriate school district staff on changes in schedule or status
10. Work with school district staff as needed
11. Provider will hold Oxnard School District harmless from any liability for its activities in connection with this MOU. In addition, Provider will maintain insurance coverage of a type and in amounts that are acceptable to the Oxnard School District.
12. Provider will provide documentation of liability insurance with Oxnard School District listed as Additional Insured.
13. Provider agrees to follow guidelines and HIPAA compliance.

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

AUTHORIZED APPROVAL:

COUNTY OF VENTURA:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Rigoberto Vargas, Director of Public Health
Typed Name/Title

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

Date

Date

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
06/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	
	ENTITIES AFFORDING COVERAGE
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	A: The County of Ventura
	B:
	C:
	D:
	E:

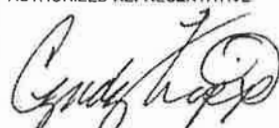
COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Self-Insured	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
					MED EXP (Any one person)	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER	CANCELLATION
Ventura County Schools Self-Funding Authority 5189A Verdugo Way Camarillo, CA 93012-8653	SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 20, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-122 – Inclusive Education & Community Partnership (DeGenna/Edwards)

Inclusive Education & Community Partnership will provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Services Department during the 2020-2021 academic school year.

FISCAL IMPACT:

Total not to exceed \$60,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-122 with Inclusive Education & Community Partnership.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-122, Inclusive Education & Community Partnership \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-122

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of January 2021 by and between the Oxnard School District (“District”) and Inclusive Education & Community Partnership (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from December 1, 2020 through June 30, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Sixty Thousand Dollars (\$60,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

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

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

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

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

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

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

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

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Edwards
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Inclusive Education & Community Partnership
2323 Roosevelt Blvd., #3
Oxnard, CA 93035
Attention: Rick Clemens
Phone: (805) 985.4808
Fax: (805) 985-7623
Email: rickclemens@aol.com

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

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

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

26. **Administration.** DANIELLE EDWARDS shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-122

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-122

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
 Project #20-122

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-122

COMPENSATION

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

Total compensation shall not exceed Sixty Thousand Dollars (\$60,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$60,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-122

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #20-122

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-122

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-122

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Inclusive Education and Community Partnership

2323 Roosevelt Blvd, Suite 3
Oxnard, California 93035

Tel: (805) 985-4808 x 109

Email: dennisc@iecp.us

Fax: (805) 985-7623

RATE SHEET 2020-2021
OXNARD SCHOOL DISTRICT

CONSULTATION/ASSESSMENT OR TRAINING BY
RICK CLEMENS OR IECP BCBA STAFF --\$150 PER HOUR

CONSULTATION/ASSESSMENT OR TRAINING BY
OTHER SUPERVISORY STAFF --\$105 PER HOUR

DIRECT SERVICE BII --\$52.54 PER HOUR



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #20-123

THIS AGREEMENT, made and entered into this 20th day of January 2021, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: AC031407

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2020-2021** school year at a daily rate of \$185.00 for 128 days; this includes 20 days of extended school year through July 2021; a \$52.00 daily rate for round trip transportation for a total of 128 days; total amount not to exceed \$30,336.00.
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #20-123

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$30,336.00** for **Student: AC031407**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #20-123

Page 3

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #20-123

Page 4

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 20, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #20-124, Ventura County Public Health (DeGenna/Ridge)

Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person, or through virtual platform, as VCPH staffing and program resources permit for the 2020-2021 school year.

Term of Agreement: October 16, 2020 through June 30, 2021

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-124 with Ventura County Public Health.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-124, Ventura County Public Health \(1 Page\)](#)



Rigoberto Vargas, MPH
Director

A Department of Ventura County Health Care Agency

Robert Levin, MD
Health Officer/Medical Director

October 16, 2020

Liza Franz
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ms. Franz:

RE: Letter of Agreement with the Oxnard School District (OSD).

This letter of agreement confirms that Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children, youth, and families at various Oxnard School District (OSD) sites either in person or through virtual platforms, as VCPH staffing and program resources permit. The purpose of this letter is to ensure and confirm an effective and collaborative working relationship between VCPH and OSD. The services outlined below are provided at no charge to either party.

The following on-site and/or virtual education services will be provided by the Nutrition Education and Obesity Prevention Program (NEOP) and Chronic Disease Prevention Program (CDPP) staff to students, parents and residents, as mutually agreed upon by both parties:

- Nutrition Education Workshops
- Recipe and Cooking Demonstrations
- Physical Activity Demonstrations and Materials
- Garden Based Nutrition Education Workshops and Food Demonstrations
- Technical Assistance to Initiate Parent Walking Clubs (virtual walking clubs only, at this time)
- Technical Assistance and Training to Establish School Gardens
- Get Fit Zumba® Classes for Adults (outdoor activities with social distancing only)
- Active Living with Chronic Conditions (English/Spanish)
- Active Living with Type 2 Diabetes (English/Spanish)

Oxnard School District will be responsible for the overall management and safe operations of sites in OSD buildings, including janitorial related services as they relate to the delivery of these activities/services, and for promoting all activities and services outlined above offered to OSD students, parents, and area residents.

This Agreement will be effective through June 30, 2021. The Agreement will be renewed annually with expressed written notice from both parties.

This Agreement may only be amended in writing by the authorized designated representative from each party.

If you have any questions regarding this agreement, please do not hesitate to contact Silvia Lopez-Navarro at (805) 981-6658.

Sincerely,

 10/13/20
 _____ Date
 Rigoberto Vargas, MPH
 Public Health Director

 Liza A. Franz
 Director, Purchasing _____ Date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 20, 2021

Agenda Section: Section D: Action Items

Presentation of Construction Documents for McAuliffe Elementary School Modernization Project and Acceptance to Submit Construction Documents to Division of State Architect (Penanhoat/Miller/CFW)

The District's 2012 Facilities Master Plan (FMP) assessed McAuliffe Elementary School as needing extensive modernization throughout its classrooms, MPR/food service facility, Learning Resource Center and limited administrative spaces, such as Reading Specialist office. This finding was recognized by the 2016 Master Construct Program, as well as the 2018 Modernization Assessment Plan, which authorizes the work with an estimated budget of \$4.9 million in current (FY 19-20) dollars. On December 18, 2019, during a regularly scheduled meeting, IBI Group was approved as the Architect of Record (AOR) for the McAuliffe Elementary School Modernization Project. The AOR (IBI Group) in coordination with Caldwell Flores Winters, Inc.; will present construction plans for acceptance of submission of the plans to the Division of State Architect for review and approval.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent for Business and Fiscal Services, and Director of Facilities in consultation with Caldwell Flores Winters, that the Board of Trustees accept construction plans for the McAuliffe Elementary School Modernization Project for submission to the Division of State Architect for review and approval.

ADDITIONAL MATERIALS:

Attached: [IBI Group: McAuliffe & Ritchen Presentation \(17 pages\)](#)

Oxnard School District McAuliffe and Ritchen Elementary School Modernizations

December 2020



Oxnard School District
McAuliffe and Ritchen Elementary School Modernizations

December 2020

Agenda

- Project Overview
- Review Application of Vision Specifications & Finishes
- Review Architectural Detail
- Q & A



Christa McAuliffe Elementary School – Floor Plan Scope Diagram

- 1 Multi-Purpose Room
- 2 Media Center
- 3 Piano Lab
- 4 Special Day Class
- 5 STEAM Academy Lab
- 6 Kindergarten
- 7 Counselor Office
- 8 General Classroom
- 9 Counselor Office

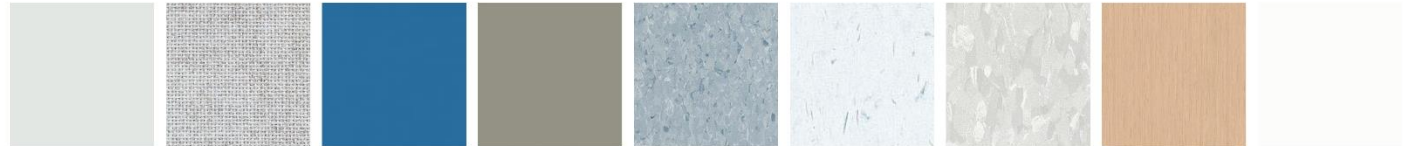


Oxnard School District
McAuliffe and Ritche Elementary School Modernizations

December 2020



KINDERGARTEN



IP - 1
Snowflake

FWP - 1
Silver Papier

IP - 8
Walker Lake

RB - 1
Jackalope

VCT - 7
Lunar Blue

VCT - 8
Blue Cloud

VCT - 1
Tracery

PL - 1
Casework

PL - 2
Countertops





GENERAL CLASSROOM



IP - 1
Snowflake



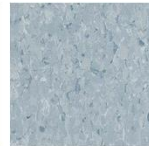
FWP - 1
Silver Papier



IP - 8
Walker Lake



RB - 1
Jackalope



VCT - 7
Lunar Blue



VCT - 8
Blue Cloud



VCT - 1
Tracery



PL - 1
Casework



PL - 2
Countertops





SPECIAL DAY CLASS



IP - 1
Snowflake

FWP - 1
Silver Papier

IP - 8
Walker Lake

RB - 1
Jackalope

VCT - 7
Lunar Blue

VCT - 8
Blue Cloud

VCT - 1
Tracery

PL - 1
Casework

PL - 2
Countertops





STEAM LAB



IP - 1
Snowflake



FWP - 1
Silver Papier



IP - 6
Arboretum



RB - 1
Jackalope



VCT - 11
Teal



VCT - 5
Harlequin White



VCT - 1
Tracery



PL - 1
Casework



PL - 2
Countertops





RESOURCE SPECIALIST PROGRAM



IP - 1
Snowflake



FWP - 1
Silver Papier



IP - 5
Tranquil Teal



RB - 1
Jackalope



VCT - 11
Teal



VCT - 5
Harlequin White



VCT - 1
Tracery

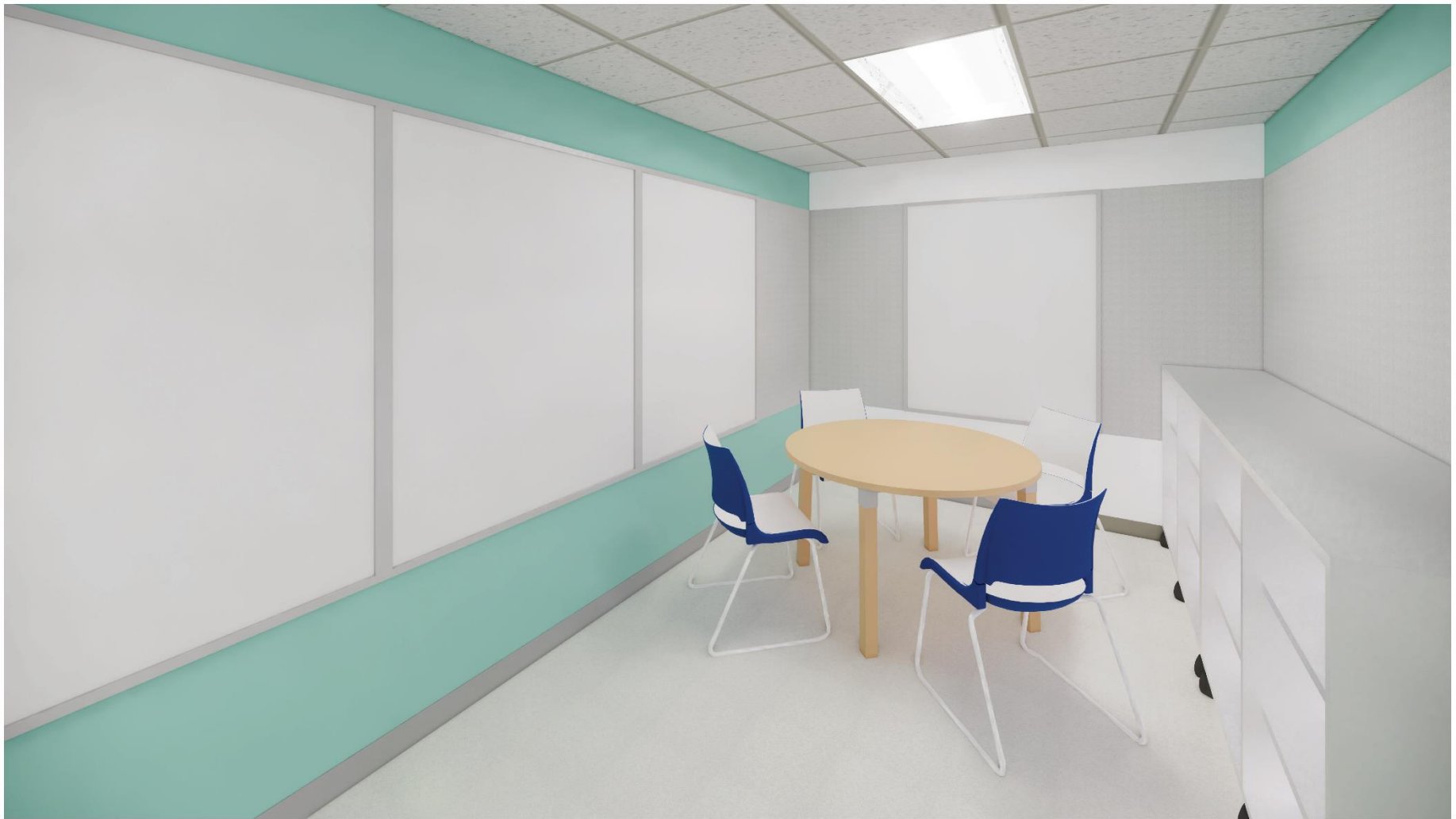


PL - 1
Casework

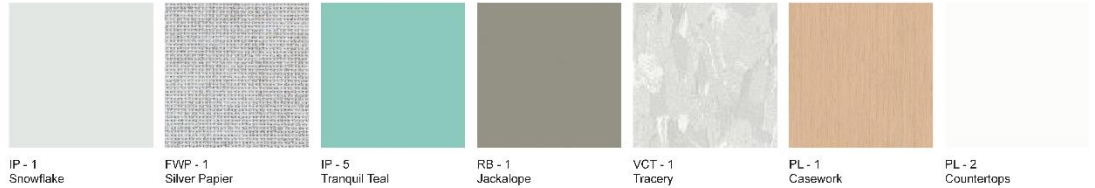


PL - 2
Countertops





COUNSELING



IP - 1
Snowflake

FWP - 1
Silver Papier

IP - 5
Tranquil Teal

RB - 1
Jackalope

VCT - 1
Tracery

PL - 1
Casework

PL - 2
Countertops





MEDIA CENTER



IP - 1 Snowflake	IP - 2 Baby Chick	IP - 4 Orange Marmalade	IP - 7 Winter Escape	IP - 9 Montego Bay	VCT - 2 Marina Blue	VCT - 3 Marina Blue	VCT - 4 Marina Blue	VCT - 6 Marina Blue	VCT - 12 Marina Blue	VCT - 9 Marina Blue	C - 2 Marina Blue	C - 3 Marina Blue	C - 1 Tricky	RB - 1 Jackalope
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MULTIPURPOSE ROOM



IP - 1
Snowflake



FWP - 1
Silver Papier



IP - 8
Walker Lake



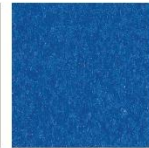
IP - 3
Melted Butter



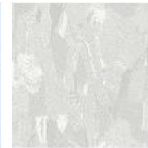
WFC
Simply White



RB - 1
Jackalope



VCT - 7
Lunar Blue



VCT - 1
Tracery



Ritchen Elementary School – Floor Plan Scope Diagram

- 1 Multi-Purpose Room
- 2 Media Center
- 3 Piano Lab
- 4 Special Day Class
- 5 STEAM Academy Lab
- 6 Kindergarten
- 7 Counselor Office
- 8 General Classroom
- 9 Counselor Office



Oxnard School District
McAuliffe and Ritchen Elementary School Modernizations

December 2020



TYPICAL CLASSROOMS



IP-1
Precious Pearls

IP-2
Deep Lagoon

IP-3
Spanish Olive

VCT-1
Silk

VCT-2
Colorado Stone

VCT-3
Little Green Apple

FWP-1
Longspur

PL-1
Surf

PL-2
Fiji





**KINDERGARTEN
CLASSROOMS**



IP-1
Precious Pearls

IP-2
Deep Lagoon

IP-3
Spanish Olive

VCT-1
Silk

VCT-2
Colorado Stone

VCT-3
Little Green Apple

FWP-1
Longspur

PL-1
Surf

PL-2
Fiji





PIANO LAB



IP-1
Precious Pearls

IP-3
Spanish Olive

IP-4
Golden Crest

VCT-1
Silk

VCT-3
Little Green Apple

VCT-4
Golden

FWP-1
Longspur

PL-1
Surf

PL-3
Leaf Green





STEAM ACADEMY LAB



IP-1
Precious Pearls

IP-3
Spanish Olive

IP-4
Golden Crest

VCT-1
Silk

VCT-3
Little Green Apple

VCT-4
Golden

FWP-1
Longspur

PL-1
Surf

PL-3
Leaf Green





MEDIA CENTER



IP-1
Precious Pearls

IP-2
Deep Lagoon

IP-3
Spanish Olive

IP-5
Soleil

VCT-1
Silk

VCT-2
Colorado Stone

VCT-3
Little Green Apple

CT-1
Turn Tile, Ability

CT-2
Color Form Tile, Tricky



OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 20, 2021

Agenda Section: Section D: Action Items

Presentation of Construction Documents for Ritchen Elementary School Modernization Project and Acceptance to Submit Construction Documents to Division of State Architect (Penanhoat/Miller/CFW)

The District's 2012 Facilities Master Plan (FMP) assessed Ritchen Elementary School as needing extensive modernization throughout its classrooms, MPR/food service facility, Learning Resource Center and limited administrative spaces, such as Reading Specialist office. This finding was recognized by the 2016 Master Construct Program, as well as the 2018 Modernization Assessment Plan, which authorizes the work with an estimated budget of \$4.9 million in current (FY 19-20) dollars. On December 18, 2019, during a regularly scheduled meeting, IBI Group was approved as the Architect of Record (AOR) for the Ritchen Elementary School Modernization Project. The AOR (IBI Group) in coordination with Caldwell Flores Winters, Inc.; will present construction plans for acceptance of submission of the plans to the Division of State Architect for review and approval.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent for Business and Fiscal Services, and Director of Facilities in consultation with Caldwell Flores Winters, that the Board of Trustees accept construction plans for the Ritchen Elementary School Modernization Project for submission to the Division of State Architect for review and approval.

ADDITIONAL MATERIALS:

Attached: [IBI Group: McAuliffe & Ritchen Presentation \(17 pages\)](#)

Oxnard School District McAuliffe and Ritchen Elementary School Modernizations

December 2020



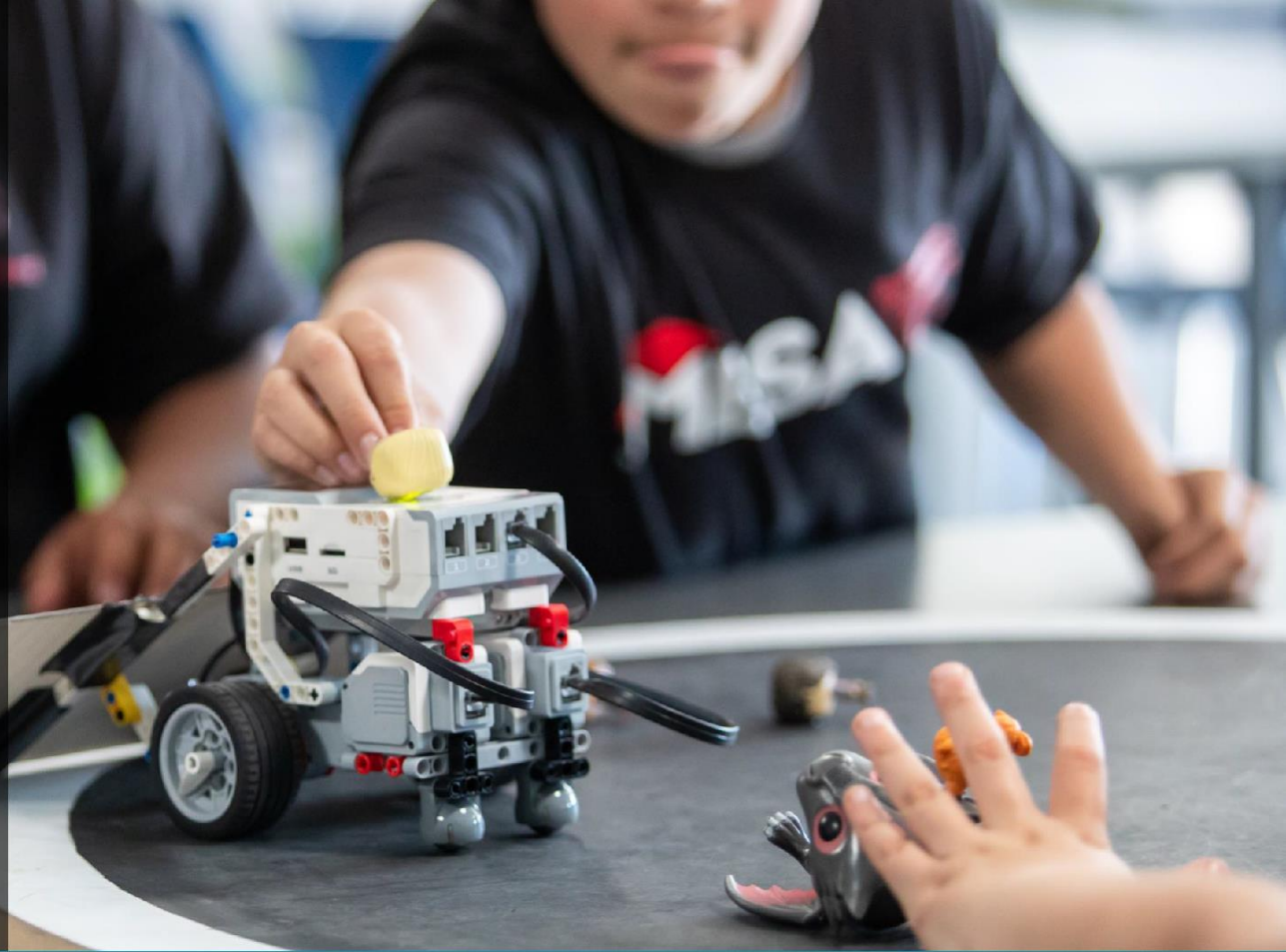
Oxnard School District
McAuliffe and Ritchen Elementary School Modernizations

December 2020

1

Agenda

- Project Overview
- Review Application of Vision Specifications & Finishes
- Review Architectural Detail
- Q & A



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- 9 Counselor Office

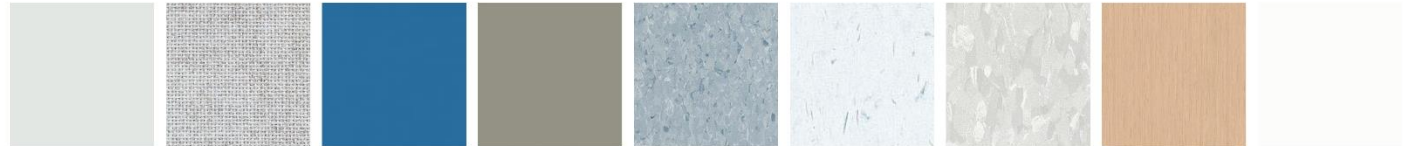


Oxnard School District
McAuliffe and Ritche Elementary School Modernizations

December 2020



KINDERGARTEN



IP - 1
Snowflake

FWP - 1
Silver Papier

IP - 8
Walker Lake

RB - 1
Jackalope

VCT - 7
Lunar Blue

VCT - 8
Blue Cloud

VCT - 1
Tracery

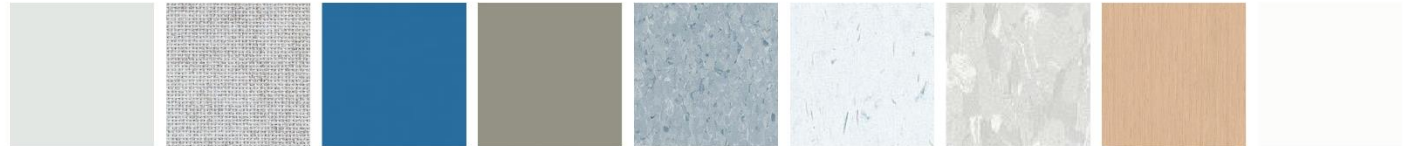
PL - 1
Casework

PL - 2
Countertops





GENERAL CLASSROOM



IP - 1
Snowflake

FWP - 1
Silver Papier

IP - 8
Walker Lake

RB - 1
Jackalope

VCT - 7
Lunar Blue

VCT - 8
Blue Cloud

VCT - 1
Tracery

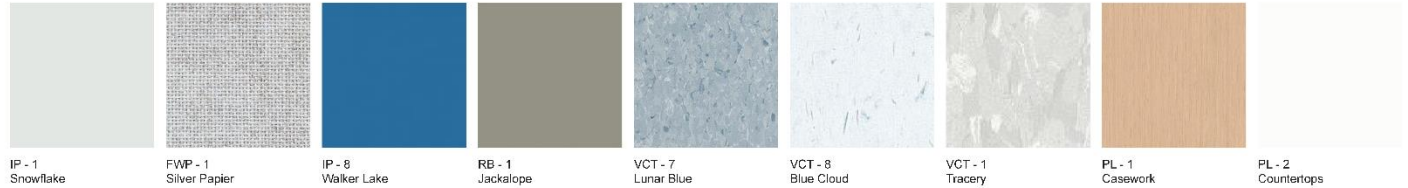
PL - 1
Casework

PL - 2
Countertops





SPECIAL DAY CLASS



IP - 1
Snowflake

FWP - 1
Silver Papier

IP - 8
Walker Lake

RB - 1
Jackalope

VCT - 7
Lunar Blue

VCT - 8
Blue Cloud

VCT - 1
Tracery

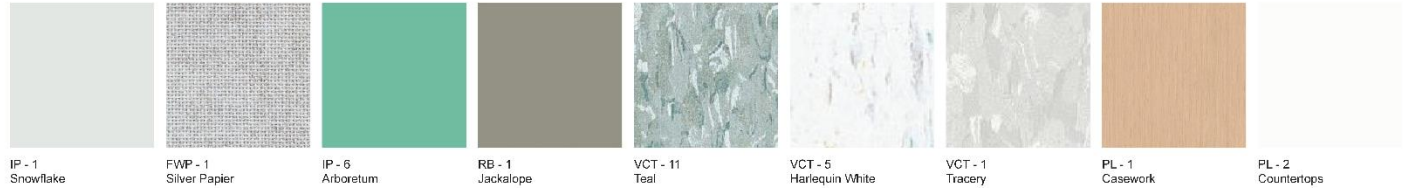
PL - 1
Casework

PL - 2
Countertops





STEAM LAB



IP - 1
Snowflake

FWP - 1
Silver Papier

IP - 6
Arboretum

RB - 1
Jackalope

VCT - 11
Teal

VCT - 5
Harlequin White

VCT - 1
Tracery

PL - 1
Casework

PL - 2
Countertops





RESOURCE SPECIALIST PROGRAM



IP - 1
Snowflake



FWP - 1
Silver Papier



IP - 5
Tranquil Teal



RB - 1
Jackalope



VCT - 11
Teal



VCT - 5
Harlequin White



VCT - 1
Tracery

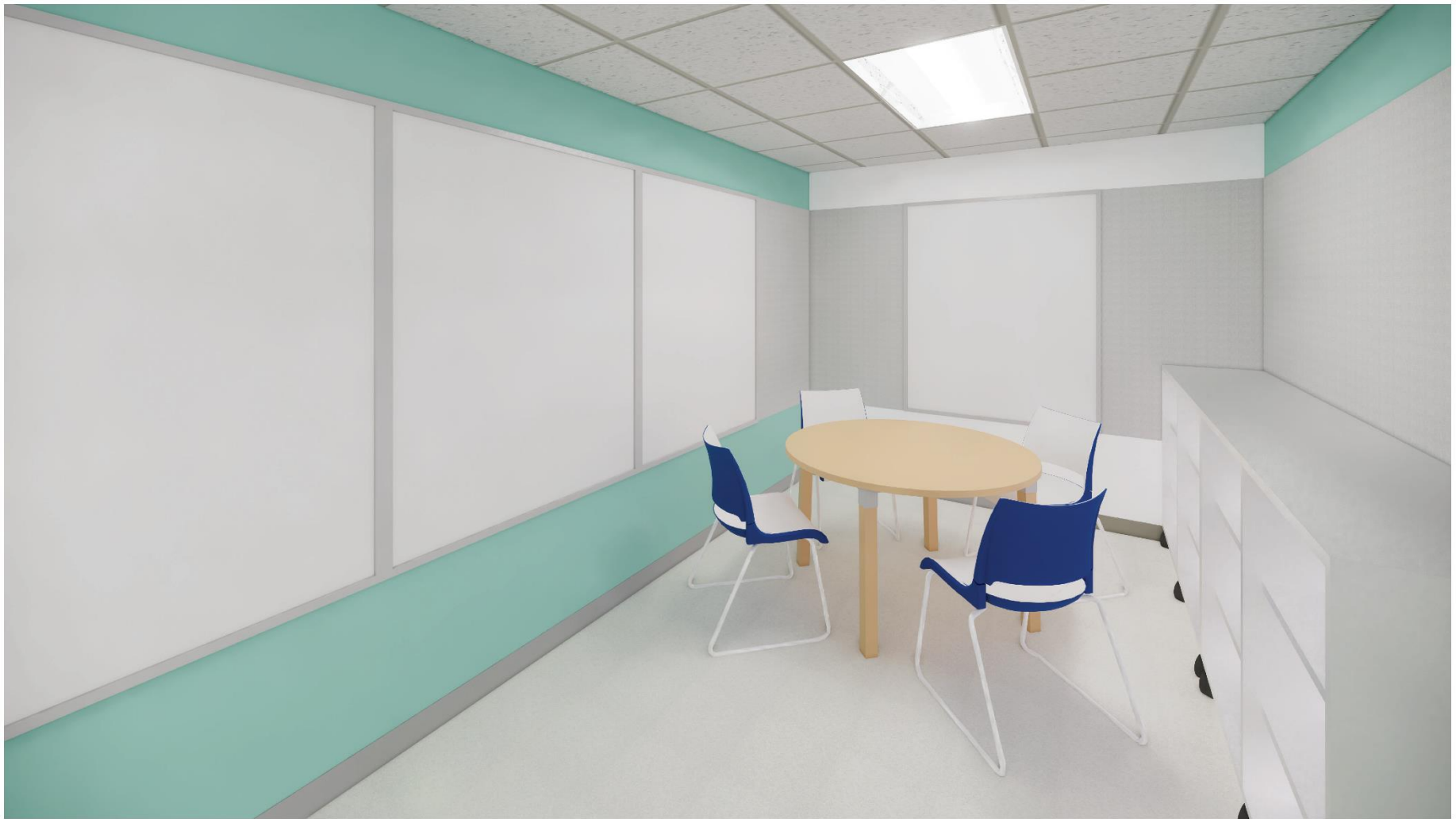


PL - 1
Casework

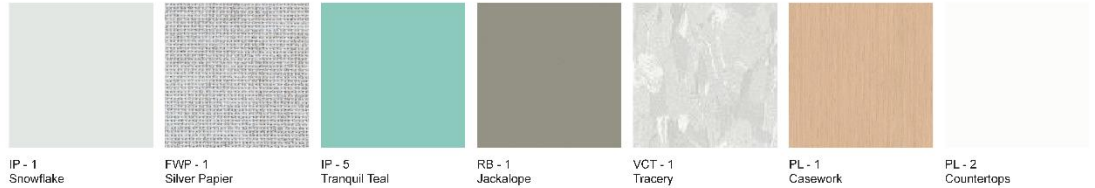


PL - 2
Countertops





COUNSELING





MEDIA CENTER

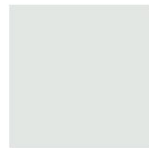


IP-1 Snowflake IP-2 Baby Chick IP-4 Orange Marmalade IP-7 Winter Escape IP-9 Montego Bay VCT-2 Marina Blue VCT-3 Marina Blue VCT-4 Marina Blue VCT-6 Marina Blue VCT-12 Marina Blue VCT-9 Marina Blue C-2 Marina Blue C-3 Marina Blue C-1 Tricky RB-1 Jackalope





MULTIPURPOSE ROOM



IP - 1
Snowflake



FWP - 1
Silver Papier



IP - 8
Walker Lake



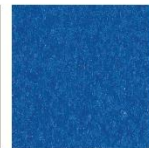
IP - 3
Melted Butter



WFC
Simply White



RB - 1
Jackalope



VCT - 7
Lunar Blue



VCT - 1
Tracery



Ritchen Elementary School – Floor Plan Scope Diagram

- 1 Multi-Purpose Room
- 2 Media Center
- 3 Piano Lab
- 4 Special Day Class
- 5 STEAM Academy Lab
- 6 Kindergarten
- 7 Counselor Office
- 8 General Classroom
- 9 Counselor Office



Oxnard School District
McAuliffe and Ritchen Elementary School Modernizations

December 2020



TYPICAL CLASSROOMS



IP-1
Precious Pearls

IP-2
Deep Lagoon

IP-3
Spanish Olive

VCT-1
Silk

VCT-2
Colorado Stone

VCT-3
Little Green Apple

FWP-1
Longspur

PL-1
Surf

PL-2
Fiji





**KINDERGARTEN
CLASSROOMS**



IP-1
Precious Pearls

IP-2
Deep Lagoon

IP-3
Spanish Olive

VCT-1
Silk

VCT-2
Colorado Stone

VCT-3
Little Green Apple

FWP-1
Longspur

PL-1
Surf

PL-2
Fiji





PIANO LAB



IP-1
Precious Pearls

IP-3
Spanish Olive

IP-4
Golden Crest

VCT-1
Silk

VCT-3
Little Green Apple

VCT-4
Golden

FWP-1
Longspur

PL-1
Surf

PL-3
Leaf Green





STEAM ACADEMY LAB



IP-1
Precious Pearls

IP-3
Spanish Olive

IP-4
Golden Crest

VCT-1
Silk

VCT-3
Little Green Apple

VCT-4
Golden

FWP-1
Longspur

PL-1
Surf

PL-3
Leaf Green





MEDIA CENTER



IP-1
Precious Pearls

IP-2
Deep Lagoon

IP-3
Spanish Olive

IP-5
Soleil

VCT-1
Silk

VCT-2
Colorado Stone

VCT-3
Little Green Apple

CT-1
Turn Tile, Ability

CT-2
Color Form Tile, Tricky



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 20, 2021

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Special Education for the 2020-21 School Year for Yadira Alferes (Torres)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Special Education, as described under Education Code: 44225, for Yadira Alferes to serve as an Itinerant, K-6, RSP teacher for the 2020-21 school year, beginning January 19, 2021, until the employee can complete a credential program and secure a credential.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Special Education for Yadira Alferes, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 20, 2021

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit (PIP) Authorization in Special Education for Kristen Vasquez for the 2020-21 School Year (Torres)

There is a current shortage of Special Education teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for a provisional internship permit authorization in Special Education, as described under Education Code: Title 5 80021.1 for Kristen Vasquez to serve as a Special Education M/M RSP teacher, K-8, at Marshall Elementary for the remainder of the 2020-21 school year beginning January 19, 2021, until employee can complete a credential program and secure a credential.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Provisional Internship Permit Authorization in Special Education M/M RSP for Kristen Vasquez, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 20, 2021

Agenda Section: Section F: Board Policies, Second Reading

Second Reading - Revisions to BP 3280 - Sale or Lease of District-Owned Real Property (Penanhoat)

The administration is recommending a revision to BP 3280 Sale or Lease of District-Owned Real Property, to reflect new law (SB 820, 2020) which adds, until July 1, 2024, an exception to the requirement that boards appoint an advisory committee for the sale or lease of district-owned property if the property has not operated as an early childhood education facility or for elementary or secondary instruction and authorizes the proceeds from the sale or lease of property purchased entirely with local funds to be used for any one-time general fund purpose if certain conditions are met. This new law also adds material regarding the authorization for boards to meet in closed session with real property negotiators, the requirement to notify the Office of Public School Construction within 90 days if the district sells property that utilized funds received from a state school facilities program within the previous 10 years and the proceeds were not used for specified purposes, and conditions under which the State Allocation Board may require a return of the funds. Added language is indicated by italicized font.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the revisions to BP 3280 as presented.

ADDITIONAL MATERIALS:

Attached: [BP 3280 \(5 pages\)](#)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY

The Governing Board believes that district facilities and resources should be utilized in an economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space for the effective delivery of instruction.

*(cf. 1330 - Use of School Facilities)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7160 - Charter School Facilities)*

Prior to the sale or lease of any surplus real property, the Board shall appoint a district advisory committee to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. The Board may elect not to appoint a district advisory committee for any of the following: (Education Code 17388, 17391)

- 1. A rental of property for a period of time not exceeding 30 days*
- 2. A lease or rental of surplus property to a private educational institution for the purpose of offering summer school*
- 3. A sale, lease, or rental of surplus property to be used for teacher or other employee housing*
- 4. Until July 1, 2024, a sale or lease of surplus property that has not previously operated, or was not constructed to be operated, as an early childhood education facility or a school for elementary or secondary instruction*

(cf. 1220 - Citizen Advisory Committees)

In addition, to ensure that the proposed disposition of the property conforms with any general plan adopted by the local planning agency that affects or includes the area where the surplus property is located, the Board shall submit a report to the local planning agency describing the location of the surplus property and the purpose and extent of the proposed sale or lease. (Government Code 65402)

The Board shall determine whether the sale or lease of the surplus property is subject to review under the California Environmental Quality Act. (Public Resources Code 21000-21177; 14 CCR 15061-15062)

The Board may meet in closed session with its real property negotiator prior to the sale or lease of real property by the district in order to grant its negotiator authority regarding the minimum price or rent and terms of the sale or lease. (Government Code 54956.8)

(cf. 9321 - Closed Session)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

When selling or leasing district real property, the Board shall comply with applicable procedures and give priority to specified public agencies as required by law. (Education Code 17230, 17464, 17485-17499; Government Code 54222)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

Resolution of Intention to Sell or Lease

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

(cf. 9320 - Meetings and Notices)

(cf. 9323.2 - Actions by the Board)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

At least 60 days prior to the public meeting, the Superintendent or designee shall take reasonable steps to provide written notification of the public meeting, by certified mail, to the former owner from whom the district acquired the property. (Education Code 17470)

Acceptance/Rejection of Bids

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting a written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

(cf. 1431 - Waivers)

Use of Proceeds

The Superintendent or designee shall ensure that the proceeds from the sale or lease with an option to purchase of surplus district property are used for one-time *expenditures and not for ongoing expenditures such as salaries and general operating expenses*. (Education Code 17462; 2 CCR 1700)

Proceeds from a sale of surplus district property shall generally be used for capital outlay or maintenance costs that the Board determines will not recur within a five-year period. Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period. (Education Code 17462)

However, if the Board and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements, the proceeds from the sale or lease with an option to purchase may be deposited in a special reserve fund for the future maintenance and renovation of school sites or in the district's general fund. (Education Code 17462)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

In addition, until July 1, 2024, if district surplus property was purchased entirely with local funds, the proceeds from the sale or lease of the property, together with any personal

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

property located on the property, may be deposited into the general fund of the district and may be used for any one-time general fund purpose. Before exercising this authority, the Board shall: (Education Code 17463.7)

1. Submit to SAB documents certifying that the sale of real property does not violate the provisions of a local bond act and the real property is not suitable to meet projected school construction needs for the next 10 years
2. At a public meeting, adopt a plan for expending one-time resources from the sale or lease of the property which identifies the source and intended use of the surplus property proceeds and describes the reasons that the expenditure will not result in ongoing fiscal obligations for the district

Whenever the district sells real property that was purchased, improved, or modernized with funds that were received from a state school facilities funding program within the previous 10 years, the district shall notify OPSC within 90 calendar days of the sale of the property if the proceeds from the sale are not used for capital outlay and the property is not sold to a charter school, another school district, a county office of education, or an agency that will use the property exclusively for the delivery of child care and development services. If SAB subsequently makes a finding that the sale is subject to Education Code 17462.3, the district shall return the funds to the SAB within 90 calendar days of the finding. (2 CCR 1702)

Legal Reference: (see next page)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

Legal Reference:

EDUCATION CODE

17219-17224 *Acquisition of property not utilized as school site; nonuse payments; exemptions*

17230-17234 *Surplus property*

17385 *Conveyances to and from school districts*

17387-17391 *Advisory committees for use of excess school facilities*

17400-17429 *Leasing property*

17430-17447 *Leasing facilities*

17453 *Lease of surplus district property*

17455-17484 *Sale or lease of real property, especially:*

17462.3 *State Allocation Board program to reclaim funds*

17485-17500 *Surplus school playground (Naylor Act)*

17515-17526 *Joint occupancy*

17527-17535 *Joint use of district facilities*

33050 *Request for waiver*

38130-38139 *Civic Center Act*

GOVERNMENT CODE

50001-50002 *Definitions*

54220-54232 *Surplus land, especially:*

54222 *Offer to sell or lease property*

54950-54963 *Brown Act, especially:*

54952 *Legislative body, definition*

PUBLIC RESOURCES CODE

21000-21177 *California Environmental Quality Act*

CODE OF REGULATIONS, TITLE 2

1700-1702 *Surplus property; use of proceeds*

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356

ATTORNEY GENERAL OPINIONS

94 Ops.Cal.Atty.Gen. 82 (2011)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Closing a School Best Practices Guide

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

Unused Site Program Handbook, December 2015

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, School Facilities Planning Division: <http://www.cde.ca.gov/ls/fa>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Office of Public School Construction: <http://www.dgs.ca.gov/opsc>

Policy
adopted: October 19, 2011
Revised: January , 2021

CSBA MANUAL MAINTENANCE SERVICE
October 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 20, 2021

Agenda Section: Section F: Board Policies, Second Reading

Second Reading - Revisions to BB 9270 - Conflict of Interest (Penanhoat/Crandall Plasencia)

The administration is recommending a revision to BB 9270 Conflict of Interest, to reflect changes required by the Federal Program Management (FPM) review, and to be aligned with the Federal Procurement Standards. Added language is indicated by italicized font.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the revisions to BB 9270 as presented.

ADDITIONAL MATERIALS:

Attached: [BB 9270 \(6 pages\)](#)

CONFLICT OF INTEREST

The Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

(cf. 9005 - Governance Standards)

The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and the disclosure categories required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body.

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87500)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

In the case of any violation of the conflict of interest code or policy by any officer, employee, or agent of the District, information on the violation will be submitted to the Board for further review and/or possible disciplinary action. (2CFR 200.318(c)(1))

Conflict of Interest under the Political Reform Act

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial

CONFLICT OF INTEREST (continued)

effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

Additional Requirements for Boards that Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

CONFLICT OF INTEREST (continued)

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

Conflict of Interest under Government Code 1090

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

CONFLICT OF INTEREST (continued)**Common Law Doctrine Against Conflict of Interest**

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

CONFLICT OF INTEREST (continued)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

*Legal Reference:*EDUCATION CODE

1006 *Qualifications for holding office*

35107 *School district employees*

35230-35240 *Corrupt practices, especially:*

35233 *Prohibitions applicable to members of governing boards*

41000-41003 *Moneys received by school districts*

FAMILY CODE

297.5 *Rights, protections, and benefits of registered domestic partners*

GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*

1125-1129 *Incompatible activities*

81000-91014 *Political Reform Act of 1974, especially:*

82011 *Code reviewing body*

87100-87103.6 *General prohibitions*

87200-87210 *Disclosure*

87300-87313 *Conflict of interest code*

87500 *Statements of economic interests*

89501-89503 *Honoraria and gifts*

91000-91014 *Enforcement*

PENAL CODE

85-88 *Bribes*

CODE OF REGULATIONS, TITLE 2

18110-18997 *Regulations of the Fair Political Practices Commission, especially:*

18702.5 *Public identification of a conflict of interest for Section 87200 filers*

COURT DECISIONS

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

Legal References continued: (see next page)

CONFLICT OF INTEREST (continued)

Legal Reference: (continued)

ATTORNEY GENERAL OPINIONS

- 92 Ops.Cal.Atty.Gen. 26 (2009)
- 92 Ops.Cal.Atty.Gen. 19 (2009)
- 89 Ops.Cal.Atty.Gen. 217 (2006)
- 86 Ops.Cal.Atty.Gen. 138(2003)
- 85 Ops.Cal.Atty.Gen. 60 (2002)
- 82 Ops.Cal.Atty.Gen. 83 (1999)
- 81 Ops.Cal.Atty.Gen. 327 (1998)
- 80 Ops.Cal.Atty.Gen. 320 (1997)
- 69 Ops.Cal.Atty.Gen. 255 (1986)
- 68 Ops.Cal.Atty.Gen. 171 (1985)
- 65 Ops.Cal.Atty.Gen. 606 (1982)
- 63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Board of Trustees Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>