



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

September 16, 2015

**Office of Student and Family Support Services
3300 Cortez Street
Oxnard**

**JOHN D. PUGLISI, Ph. D.
Superintendent**

Board of Education

**Ramon Rodriguez, President
Eleanor Torres
Edith Martinez-Cortes
Cassandra Bautista
Joe Esquivel**

2.0

Regular Board Meeting

9/16/2015 5:00 PM

Office of Student and Family Support Services

3300 Cortez Street

Oxnard, CA 93036

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

1. Preliminary Business

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

2. Approval of the Agenda

1. Agenda Corrections, Additions and Modifications
2. Approval of the Agenda

3. Public Comment - Closed Session The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

4. Closed Session

1. Consideration of Student Discipline-Expulsion {Education Code 48918}
Stipulated Expulsion Agreement for Student No. 6002744
2. Conference with Legal Counsel [Government Code 54956.9] Existing
Litigation: OAH Case Nos. 2015060745 and 2015070030
3. Conference with Real Property Negotiators [Government Code 54956.7]
Property: 3334 Santa Clara Ave, Oxnard, CA 93036 (APN 149-0-071-210)
Agency Negotiators: Dr. John Puglisi, Superintendent; and Dr. Joel Kirschenstein,
Special Consultant to District Negotiating Party: County of Ventura Under
Negotiation: Price and Terms of Payment
4. Conference with Real Property Negotiator [Government Code 54956.8]
Property: Five parcels identified by APN's 133-0-042-125 and 133-0-043-015
through 045 located in Oxnard, CA Agency Negotiator: Dr. John Puglisi,
Superintendent; and Dr. Joel Kirschenstein, District Consultant Negotiating Party:
Beedy Properties, LLC Under negotiations: Price and terms of Payment



5. Conference with real property negotiators, pursuant to Government Code § 54956.8 Properties: APNs 132-0-110-01 [Lot 22, Tract 5352-1 in Book 150, page 76 of Miscellaneous Records of County of Ventura] and 132-0-100-26 [Lot 1 as described in Inst. No. 90-186303 of Official Records of County of Ventura] Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: Riverpark Legacy, LLC; Riverpark A, LLC; and Riverpark B, LLC Under negotiation: price and terms of payment

6. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: the El Rio School site (2714 E. Vineyard Avenue, Oxnard, CA 93036) Agency negotiators: Dr. John Puglisi, District Superintendent, and Mr. Joel Kirschenstein, special consultant to District Negotiating parties: Aldersgate Investment, LLC Under negotiation: price and terms of payment

7. Conference with Legal Counsel-Initiation of litigation, pursuant to Government Code 54956.9(d)(4) Number of matters: One

8. Public Employee Appointment [Government Code 54957] Title: Assistant Superintendent of Educational Services

9. Public Employee Performance Evaluation [Government Code 54957] Staffing 2015/2016 and Superintendent

5. Reconvene in Open Session

- 1. Report of Closed Session**

6. Communications

- 1. Acknowledgement of Correspondence to the Board**
- 2. Board Member Reports**
- 3. Organizational Reports - RTA/CSEA/Other**
- 4. Superintendent Reports**

5. Public Comment- Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject

jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

7. Information

- | | |
|--|---|
| 1. 2015/2016 Enrollment Report | Carolyn Bernal,
Director of Human
Resources |
| 2. Business Update | Kristen Pifko, Asst.
Supt. of Business
Services |
| 3. Discussion regarding the Board Meeting Calendar | |

8. Information/Action

- | | |
|--|---|
| 1. Approval of Resolution 1516/07 Authorizing the Rio School District to Enter Into an Agreement with Public Agency Retirement Services (PARS) to design and admintrate a Supplementary Retirement Plan (SRP) for Eligible Employees Provided Sufficient Participation | Kristen Pifko, Asst.
Supt. of Business
Services |
| 2. Approval of the Spanish Language Arts 8th Grade Course Description | Carolyn Bernal,
Director of Human
Resources |
| 3. 2014/2015 Unaudited Actuals | Kristen Pifko, Asst.
Supt. of Business
Services |

9. Consent Agenda

- | | |
|---|----------------------|
| 1. Approval of the Minutes of the Special Board Meeting of July 8, 2015. | |
| 2. Approval of the Minutes of the Special Board Meeting of July 28, 2015. | |
| 3. Approval of the Minutes of the Regular Board Meeting of August 19, 2015. | |
| 4. Approval of the Personnel Report | |
| 5. Approval of the Commercial Warrant Register | |
| 6. Approval of the Certification of Signatures | |
| 7. Award CUPCAA Contract for Marquis at Rio del Mar, Rio Plaza, Rio Real, | Kristen Pifko, Asst. |

Rio Vista and Rio Rosales

Supt. of Business
Services

8. Approval of Proposal to Asphalt the Walkway at Rio Real
 9. Approval of Change Order No. 1 for Project 15-0040G Site Work and Utility Installation for Portable Classrooms at Rio Plaza and Rio Real Elementary Schools.
 10. Approval of Additional Funding for the Contract with Myers, Widders, Gibson, Jones and Feingold, LLP
 11. Approval of Resolution 1516/03 Approving the Notice of Completion for the Paving for Installation of Portables at Rio Lindo Elementary School and Rio Real Elementary School.
 12. Purchase of Additional Student Netbooks
 13. Second Round of Interactive TV Purchases
 14. Purchase of Student Headsets
 15. Adoption of GANN Limit
 16. Rio Neighborhood for Learning Contract Amendment FY 14/15 Fixed Asset Contract
 17. Brightbytes Technology Survey
10. Organizational Business
 1. Items for Future Board Meetings
 2. Future Meeting Dates:
11. Adjournment

6.4

Agenda Item: **6.4. Superintendent Reports**

Rationale: Superintendent Puglisi will provide information and/or updates on the following topics.

- Beginning Of Year Update
- Block Schedule
- Master Plan
- Goals and Analysis Timeline
- CAASSP Results

Attachments:

6.5

Agenda Item: 6.5. Public Comment

**Quick Summary /
Abstract:**

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Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board.

- A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

Attachments:

7.1

Agenda Item: 7.1. 2015/2016 Enrollment Report

Speaker: Carolyn Bernal, Director of Human Resources

Rationale: The Human Resources Department presents the current monthly enrollment analysis as of September 8, 2015. This comparative analysis shows the District's overall enrollment in comparative years 2012/2013 to 2013/2014, 2013/2014 to 2014/2015 and 2014/2015 to 2015/2016. For the 2015/2016 school year the District has an enrollment target of 5,011 students. Currently the District has enrolled 5,021, 10 students above the target and 76 students above the enrollment in September of 2014.

The Human Resources Department works closely with the Educational Services Department to track enrollment, including inter and intra district transfers, overflow students, class size overages and overall enrollment trends both for the entire District and for individual school sites.

This is for information only and the Human Resources Department will bring regular updates to the board in the future.

Financial Impact: None

Attachments:
Enrollment 091615

**RIO SCHOOL DISTRICT
MONTHLY STUDENT ENROLLMENT COMPARISON**

	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Average
2012-2013	4693	4687	4692	4698	4719	4730	4740	4741	4720	4699	4711.9
2013-2014	4806	4815	4807	4821	4830	4825	4826	4833	4821	4800	4818.4
Amount +INC./-DEC.	113	128	115	123	111	95	86	92	101	101	106.5

2013-2014 Enrollment Target: 4,800 students

	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Average
2013-2014	4806	4815	4807	4821	4830	4825	4826	4833	4821	4800	4818.4
2014-2015	4945	4963	4954	4947	4950	4946	4956	4957	4965	4946	4952.9
Amount +INC./-DEC.	139	148	147	126	120	121	130	124	144	146	134.5

2014-2015 Enrollment Target: 4,885 students

	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Average
2014-2015	4945	4963	4954	4947	4950	4946	4956	4957	4965	4946	4952.9
2015-2016	5021										
Amount +INC./-DEC.	76										

2015-2016 Enrollment Target: 5,011 students

7.2



Agenda Item: 7.2. Business Update

Speaker: Kristen Pifko, Asst. Supt. of Business Services

Rationale:

- Safety Plan Timeline and Process

Attachments:

7.3



Agenda Item: **7.3. Discussion regarding the Board Meeting Calendar**

Rationale: The Governing Board will discuss the potential need to alter the day of the week for regular board meetings.

Attachments:

8.1

Agenda Item: 8.1. Approval of Resolution 1516/07 Authorizing the Rio School District to Enter Into an Agreement with Public Agency Retirement Services (PARS) to design and administrate a Supplementary Retirement Plan (SRP) for Eligible Employees Provided Sufficient Participation

Speaker: Kristen Pifko, Asst. Supt. of Business Services

Rationale: The Rio School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage senior Certificated Non-Management, Certificated Management, Classified Non-Management and Classified Management employees to retire early. The goal of the program is to generate savings, or at a minimum, no cost to the District by increasing the number of retirements in the 2015-2016 school year. If the District implements a 100% replacement hiring policy, the plan is projected to save the District approximately \$104,123 or more in 2016-17 and approximately \$169,124 or more cumulative over 5 years. The program allows the District to offer the plan, conduct enrollments, analyze the participation, and elect to move forward or cancel the program depending on the participation and overall projected savings or cost of the program.

As the administrator of the Supplementary Retirement Plan (SRP), PARS will assist the District in the initial design, perform plan communication and enrollment, and conduct all ongoing administration of the program. PARS will hold orientation meetings at District locations to provide information regarding the program to eligible employees and will be available for questions and additional information throughout the enrollment period. Pacific Life Insurance Company will serve as the plan insurer. Pacific Life is rated excellent, very strong and superior by the Rating Agencies.

PARS administers the third largest multiple employer public retirement system in California. Currently, there are over 600 member agencies representing over a quarter of a million public employees. Over 250 California school districts including Simi Valley School District and Moorpark Unified School District are members of PARS.

Financial Impact:

Fiscal Impact: To be determined

Funding Source: Unrestricted General Fund

Recommended Motion:

Staff recommends approval.



Attachments:
PARS
Service Agreement

BOARD RESOLUTION #1415/07

**RIO SCHOOL DISTRICT
VENTURA COUNTY, CALIFORNIA**

WHEREAS it is determined to be in the best fiscal interest of the Rio School District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective September 17, 2015; and
2. The retirement incentive must meet the District's fiscal and operational objectives in order for the plan to go into effect. If these goals are not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Assistant Superintendent of Business Services, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF VENTURA

_____, the Secretary of the Board of Trustees of the Rio School District of Ventura County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 19th day of September, 2015, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2015.

Secretary of the Governing Board

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this _____ day of _____, 2015, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter “PARS”) and the Rio School District (“Agency”).

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (“Plan”), for the benefit of Agency’s eligible employees and their beneficiaries (“Participants”); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions (“Custodian”) designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time (“Insurance Company”) pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from

any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Rio School District; 500 East Vineyard Avenue, Suite # 100, Oxnard, CA 93036; Attention: _____ [Plan Administrator]Notices shall be deemed given on the date received by the addressee.
17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2015 and ending _____, 2020 ("Term"). This Agreement will

continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

- 18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
- 19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
- 20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
- 21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
- 22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
- 24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

AGENCY:

BY: _____
Plan Administrator Name

TITLE: _____

DATE: _____

PARS:

BY: _____
Tod Hammeras

TITLE: _____
Chief Financial Officer

DATE: _____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the Rio School District:

1. Plan Consultation Services:
 - (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
 - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
 - (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
 - (D) Making appropriate revisions to the fiscal analysis as directed by Agency.

2. Plan Installation Services:
 - (A) Meeting with Agency personnel to finalize Plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
 - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
 - (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 3 below.

3. Plan Administration Services:
 - (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
 - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
 - (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
 - (D) Producing benefit illustrations and processing enrollments;
 - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
 - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five percent (5.00%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$5,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of Agency Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of Agency Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

8.2

Agenda Item: **8.2. Approval of the Spanish Language Arts 8th Grade Course Description**

Speaker: Carolyn Bernal, Director of Human Resources

Rationale: As part of the district's work to align instructional programming in support of the expansion of Rio Real K-8 Dual Immersion School to the California Common Core State Standards and 21st Century Learning Skills, Educational Services proposes the addition of a Dual Immersion Spanish Language Arts 8 Course Description.

Spanish Language Arts 8

The foundation for this course is the Common Core State Standards for Reading Language Arts. The Language Arts processes of reading (comprehension, fluency, thinking skills, critiquing literature and writing) will be taught in Spanish in an integrated and inter-related manner. This class is taught in Spanish and students are required to respond orally and in writing, in Spanish. Students will interact with peers and community groups to engage in cooperative learning and share their language experiences during the school year. This course provides multi-cultural education, with an emphasis on understanding and an appreciation of Spanish speaking people's customs and cultures.

The purpose of the course is to ensure students are prepared to demonstrate an acceptable level of understanding of Spanish vocabulary and idioms, participate in oral discussion, present oral reports in Spanish, demonstrate an understanding of the way that Spanish aides understanding through communication, provides increased opportunities, is a means of personal enjoyment and enrichment, as well as a study of the cultures and customs of Spanish speaking countries. Students will demonstrate the ability to think critically, critique literature and respond to literary works through integrated writing, speaking and listening activities, develop a cultural awareness through the study of Pre-Columbian cultures, and the Geography, History and Art and Music of Mexico.

Financial Impact: None
Recommended Motion: Staff recommends approval

Attachments:
SpanIIICourseDescrip

Department	Spanish Language Arts 8		Grades	8th	
Course Title	Spanish Language Arts	Course number		State number	
Course length	Year	Required			
Textbook	Various authors. ¡Ven Conmigo! Nuevas Vistas Curso Uno Copyright 2003 (Holt, Rinehart and Winston). Walqui-van Lier and Barraza, Sendas Literarias Level 1 (Heinle and Heinle Publisher).				

COURSE DESCRIPTION:

The foundation for this course is the Common Core State Standards for Reading Language Arts. The Language Arts processes of reading (comprehension, fluency, thinking skills, critiquing literature and writing) will be taught in Spanish in an integrated and inter-related manner. This class is taught in Spanish and students are required to respond orally and in writing, in Spanish. Students will interact with peers and community groups to engage in cooperative learning and share their language experiences during the school year. This course provides multi-cultural education, with an emphasis on understanding and an appreciation of Spanish speaking people's customs and cultures.

The purpose of the course is to ensure that students are continuing with the acquisition of vocabulary, practicing advanced grammatical concepts and improving reading and writing skills. Continued growth in literature is provided. The study of history, culture, and customs is expanded through projects and oral presentations, discussion, book reports, reading through literature: short stories, poetry, magazine and newspaper articles.

Agenda Item: 8.3. 2014/2015 Unaudited Actuals

Speaker: Kristen Pifko, Asst. Supt. of Business Services

Rationale: The Unaudited Actuals will provide the financial status of all funds in the district at the end of fiscal year 2014-15. Pursuant to Education Code 42100 these reports were completed and submitted to the County Office by September 15, 2015.

The unaudited financial results are closely aligned to the estimated actuals, with an increase to the Unrestricted General Fund of \$205,079, which was \$35,133 more than planned.

The financial reports will also be audited by the district's independent auditor, Vavrinek, Trine, Day and Company.

Financial Impact: Fiscal Impact: \$35,133.00

Funding Source: Unrestricted Fund

Recommended Motion: Staff recommends approval

Attachments:
UnauditedActuals

Unaudited Actuals

Rio School District

2014-15 Fiscal Year results



EDUCATING LEARNERS FOR THE 21ST CENTURY

Fiscal Results

Unrestricted General Fund

	Estimated Actuals	Unaudited Actuals	Difference
Revenues (in millions)			
LCFF	\$35.2	\$35.7	\$ 0.5
Other	<u>1.6</u>	<u>1.7</u>	<u>0.1</u>
TOTAL	\$36.8 million	\$37.4 million	\$ 0.6
Expenses (in millions)			
Salaries & Benefits	\$27.6	\$28.2	\$ (0.6)
Other Expenses	<u>5.3</u>	<u>4.9</u>	<u>\$ 0.4</u>
Expenditures	\$ 32.9 million	\$ 33.1 million	\$ (0.2) million
Other Sources/Uses	\$(3.7) million	\$(4.1) million	\$ (0.4) million
Total Operating Surplus/(Deficit)	\$ 0.2	\$ 0.2	\$-0- million

Reserve Summary

Restricted/Assigned	
Categorical Program TOTAL	<u>\$ 1.5 m</u> \$ 1.5 million
Other (Nonspendable)	\$ 0.0 m
Reserve for Economic Uncertainties	\$ 1.3 m
Unassigned TOTAL	<u>\$ 0.7 m</u> \$ 2.0 million
Total Reserves June 30, 2015	\$ 3.6 million

Timeline

- October 2015 auditor field work
- December 16, 2015 First Interim Budget
- January 20, 2016 Audit Report
- March 16, 2016 Second Interim Budget

Questions

9.1



Agenda Item: **9.1. Approval of the Minutes of the Special Board Meeting of July 8, 2015.**

Attachments:
Min070815

RIO SCHOOL DISTRICT
MINUTES OF THE SPECIAL BOARD MEETING OF
THE GOVERNING BOARD OF
THE RIO SCHOOL DISTRICT HELD JULY 8, 2015

The Special Board Meeting of the Governing Board of the Rio School District was held on Wednesday, July 8, 2015 at 5:00 p.m. at Rio del Mar Elementary School. Present were Trustee Ramon Rodriguez, Eleanor Torres and Edith Martinez-Cortes. Absent were President Matthew Klinefelter.

Also present were John Puglisi, Ph.D., Superintendent; Kristen Pifko, Assistant Superintendent of Business Services; Jeff Turner, Assistant Superintendent of Educational Services; Carolyn Bernal, Director of Human Resources and Sonia Cervantez, Executive Assistant to the Superintendent.

Trustee Rodriguez called the meeting to order at 5:07 p.m. Trustee Rodriguez led the flag salute. Trustee Rodriguez called the roll, President Klinefelter was absent.

Call to Order

Upon motion of Trustee Torres and second by Trustee Rodriguez, the agenda was approved as amended. Item 8.1 Acceptance of Board Member Resignation and Discussion Regarding a Vacancy on the Board will be moved to take place before the Governing Board moves into Closed Session; Item 9.1 will be tables. Motion carried, 3-0.

Approval of the
Agenda
M-1

Public comments regarding closed session were heard from Patrick Radford and Rebecca Barbetti.

Public Comment
Closed session

Upon motion of Trustee Torres and second of Trustee Martinez Cortes, the Governing Board accepted the letter of resignation of President Matt Klinefelter effective July 1, 2015 and directed staff to proceed with the Provisional Board Member process. Motion carries, 3-0.

Acceptance of
Board Member Ltr
of Resignation
M-2

The Governing Board recessed into closed session at 5:18 p.m. to discuss: Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association and other Non-represented Groups; Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2015/2016; and Public Employee Appointment [Government Code 54957] Title: Middle School Principal.

Closed Session

The Governing Board reconvened at 6:17 p.m.. Trustee Rodriguez reported the following action took place during closed session: Upon a vote of 3-0, Trustee Rodriguez, Torres and Martinez-Cortes voting aye, the Governing Board appointed Matthew Klinefelter as Principal of Rio Vista Middle School.

Open Session
Report of Closed
Session
Appt. Middle
School Prin
M-3

Superintendent Puglisi presented his information regarding Data Analysis.

Supt. Report

There were was no public comment.

Public Comment

Superintendent Puglisi began a presentation providing the Governing Board with an update regarding the RSD K8 Community STEAM Campus Final Schematic Design. Public comments were heard by Rebecca Barbetti.

RSD K8 STEAM
Final Schematic
Design

Kristen Pifko, Assistant Superintendent of Business Services and Dr. Joe Kirschenstein, District Consultant, provided the Governing Board with an update on Summer Projects. Public comments were heard from Pattis Thompson.

Summer Project
Update

Jeff Turner, Assistant Superintendent of Educational Services, provided the Parent English Language Learner Advisory Committee minutes for review.

PELAC Minutes

Kristen Pifko, Assistant Superintendent of Business Services, presented the 2015/2016 Budget 45 day Revise.

1516 Budget 45
Day Revise

Acting President Rodriguez opened nominations for the Provisional Board Member. Trustee Martinez-Cortes nominated Cassandra Bautista, motion seconded by Trustee Torres. Vote 2-1, Trustees Martinez-Cortes and Torres vote aye, Acting President Rodriguez vote no; motion failed by required vote.

Prov. Board
Member Appt.
M-4

Action President Rodriguez nominated Joe Equivel, motion seconded by Trustee Torres. Vote 1-2; Acting President Rodriguez vote yes, Trustees Torres and Martinez-Cortes vote no, motion failed.

M-5

Acting President Rodriguez asked if any trustee wanted to reconsider, as none did the item will be presented to the County Superintendent for further direction.

Upon motion of Trustee Torres and second of Trustee Martinez-Cortez, the Governing Board approved the 2015/2016 Consolidated Application for Categorical Funding. Motion carried 3-0.

Con App
M-6

Upon motion of Trustee Torres and second of Trustee Martinez-Cortes, the Governing Board approved the Title III Limited English Proficient Student

Title III LEP
M-7

July 8, 2015

Program. Motion carried 3-0.

Upon motion of Trustee Martinez Cortes and second of Trustee Torres, the Governing Board approved the Declaration of Need for Fully Qualified Educators. Motion carried 3-0.

Declaration of
Need
M-8

Upon motion of Trustee Torres and second of Trustee Martinez Cortes, the Governing Board approved the 2014/2015 and 2015/2016 RSD and CSEA (California School Employees Association) Rio Chapter 329 Agreement. Motion carried 3-0.

RSD and CSEA
Agmt.
M-9

Upon motion of Trustee Martinez Cortes and second of Trustee Torres, the Governing Board approved the RDV Proposed Block Schedule for 2015/2016 school year. Motion carried 3-0.

RDV Prop. Block
Schedule 15/16
M-10

Upon motion of Trustee Martinez Cortes and second of Acting President Rodriguez, the Governing Board approved the Contract with Ventura County Office of Education for Hearing Conservation and Audiology Services. Motion carried 3-0.

Cont. with VCOE
Hearing
Conservation
M-11

Upon motion of Trustee Martinez Cortes and second of Trustee Torres, the Governing Board approved the Ventura County SELPA Local Plan. Motion carried 3-0.

SELPA Local Plan
M-12

Upon motion of Trustee Torres and second of Trustee Martinez Cortes, the Governing Board approved the Consent Agenda, as amended. Item 9.1 Approval of Board Policy 9270 was tabled. Motion carried 3-0.

Consent Agenda
M-13

The Governing Board approved the Williams Quarterly Complaint Report.

Williams Compl.
Report

The Governing Board approved the Bell/Clock System at Rio Lindo and Rio del Norte sites.

Bell/ Clock
System Lindo/Del
Norte

The Governing Board approved the Interactive Displays for Classrooms.

Interactive
Displays

The Governing Board approved the Tablets for Kindergarten and First Grade.

Tablets for
Kinder/First Grade

The Governing Board approved the Contract for Speech Pathologist Services with 360 Degree Customer Inc.

360 Degree
Path.Svc.

July 8, 2015

The Governing Board approved the RSD Progressive Discipline Matrix.

RSD Progressive
Disc. Matrix

As there was no further business to come before the Governing Board, Acting President Rodriguez adjourned the meeting at 7:34 p.m.

Adjournment

John Puglisi, Ph. D.

Secretary of the Governing Board

Approved in the Regular Meeting of the
Governing Board this 16th day of
September 2015.

Clerk, Board of Trustees

July 8, 2015

9.2



Agenda Item: **9.2. Approval of the Minutes of the Special Board Meeting of July 28, 2015.**

Attachments:
MinSpe072815

RIO SCHOOL DISTRICT
MINUTES OF THE SPECIAL BOARD MEETING OF
THE GOVERNING BOARD OF
THE RIO SCHOOL DISTRICT HELD JULY 28, 2015

The Special Board Meeting of the Governing Board of the Rio School District was held on Tuesday, July 28, 2015 at 5:30 p.m. at Rio del Mar Elementary School. Present were Acting President Ramon Rodriguez, Trustees Eleanor Torres and Edith Martinez-Cortes.

Also present were John Puglisi, Ph.D., Superintendent; Kristen Pifko, Assistant Superintendent of Business Services; and Sonia Cervantez, Executive Assistant to the Superintendent.

Call to Order

Acting President Rodriguez called the meeting to order at 5:30 p.m. Acting President Rodriguez led the flag salute. Acting President Rodriguez called the roll, all present.

Upon motion of Trustee Martinez Cortes and second by Trustee Torres, the agenda was approved as presented. Motion carried, 3-0.

Approval of the
Agenda
M-14

There were no public comments regarding closed session.

Public Comment
Closed session

The Governing Board recessed into closed session at 5:31 p.m. to discuss: Public Employee Performance Evaluation [Government Code 54957] Title: Superintendent.

Closed Session

The Governing Board reconvened into open session at 6:07 p.m. Acting President Rodriguez report no action took place during closed session.

Reconvene Open
Session
Report of Closed
Session

Superintendent Puglisi presented a Master Plan Update. Superintendent Puglisi stated that there has been evidence of progress at sites.

Supt. Report

There were no public comments.

Public Comment

Acting President Ramon Rodriguez opened nominations for the two Provisional Board Member vacancies. Action President Rodriguez nominated Joe Esquivel, Trustee Torres seconded the nomination. Motion carried by a vote of 3-0.

Provisional Board
Member Appt.
M-15

Acting President Rodriguez nominated Cassandra Bautista, Trustee Martinez-Cortes seconded the nomination. Motion carried by a vote of 3-0.

M-16

Upon motion of Trustee Torres and second of Trustee Martinez-Cortes, the Governing Board approved the Web Content Filtering. Motion carried by a vote of 3-0.

Web Content
Filtering
M-17

As there was no further business to come before the Governing Board, Acting President Rodriguez adjourned the meeting at 6:17 p.m.

Adjournment

John Puglisi, Ph. D.
Secretary of the Governing Board

Approved in the Regular Meeting of the
Governing Board this 16th day of
September 2015.

Clerk, Board of Trustees

9.3



Agenda Item: **9.3. Approval of the Minutes of the Regular Board Meeting of August 19, 2015.**

Attachments:
Min081915

RIO SCHOOL DISTRICT
MINUTES OF THE REGULAR BOARD MEETING OF
THE GOVERNING BOARD OF
THE RIO SCHOOL DISTRICT HELD AUGUST 19, 2015

The Regular Board Meeting of the Governing Board of the Rio School District was held on Wednesday, August 19, 2015 at 5:00 p.m. at Rio del Mar Elementary School. Present were Acting President Ramon Rodriguez, Trustee Eleanor Torres, Joe Esquivel and Cassandra Bautista. Trustee Edith Martinez Cortes was absent.

Also present were John Puglisi, Ph.D., Superintendent; Kristen Pifko, Assistant Superintendent of Business Services; Carolyn Bernal, Director of Human Resources; Marcia Nudd, Director of Accounting; Rebecca Rocha, Director of Pupil Personnel Services; Dr. Mike Vollmert, Director of Technology and Sonia Cervantez, Executive Assistant to the Superintendent.

Acting President Rodriguez called the meeting to order at 5:01 p.m. Acting President Rodriguez led the flag salute. Trustee Rodriguez called the roll, Trustee Edith Martinez Cortes.

Call to Order

Upon motion of Trustee Torres and second by Trustee Esquivel, the agenda was approved as amended. Item 10.1 Approval of purchase and sale agreement between Riverpark A LLC, as seller, and Rio School District, as buyer, for the parcel of real property identified by APNs 132-0-110-01 [Lot 22, Tract 5352-1 in Book 150, page 76 of Miscellaneous Records of County of Ventura] and 132-0-100-26 [Lot 1 as described in Inst. No. 90-186303 of Official Records of County of Ventura], located in the Riverpark development in Oxnard, CA was tabled. Motion carried, vote 4-0.

Approval of the
Agenda
M-18

There were no public comments regarding closed session.

Public Comment
Closed session

The Governing Board recessed into closed session at 5:07 p.m. to discuss: Conference with real property negotiators, pursuant to Government Code § 54956.8 Properties: APNs 132-0-110-01 [Lot 22, Tract 5352-1 in Book 150, page 76 of Miscellaneous Records of County of Ventura] and 132-0-100-26 [Lot 1 as described in Inst. No. 90-186303 of Official Records of County of Ventura], which is located in the Riverpark development in Oxnard, CA Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: Riverpark Legacy, LLC; Riverpark A, LLC; and Riverpark B, LLC Under negotiation: price and terms of payment; Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: Five parcels identified by APNs 133-0-042-125 and 133-0-043-015 through 045 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating party: Beedy Street Properties, LLC Under negotiation: price and terms of payment; and Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2015/2016 and Superintendent.

Closed Session

The Governing Board reconvened at 6:26 p.m.. Acting President Rodriguez reported the following action took place during closed session: The Governing Board authorized Superintendent Puglisi and Dr. Kirschenstein to proceed with negotiation regarding the five parcels identified by APNs 133-0-042-125 and 133-0-043-015 through 045. Vote 4-0.

Open Session
Report of Closed
Session
M-19

There were no board member reports.

Board Member
Report
Organ. Repoort

There were no organizational reports.

Superintendent Puglisi presented his information regarding the Master Plan and Summer Projects.

Supt. Report

There were was no public comment.

Public Comment

Upon motion of Trustee Torres and second of Trustee Esquivel, the Governing Board approved the 2015/2016 Bell Schedules. Motion carried by a vote of 3-0. Acting President Rodriguez and Trustees Torres and Esquivel vote aye, Trustee Bautista abstained.

2015/2016 Bell
Schedules
M-20

Upon motion of Trustee Torres and second of Trustee Esquivel, the Governing Board approved the 2015/2016 Salary Schedules. Motion carried by a vote of 4-0.

2015/2016 Salary
Schedules
M-21

Upon motion of Trustee Torres and second of Trustee Esquivel, the Governing Board voted to accept Option A for the 2015/2016 Certificated and Classified Management Schedules with Longevity Options. Motion carried on a vote of 4-0.

2015/2015
Cert/Class Mgmt
Salary Sch
w/Longevity
M-22

Upon motion of Trustee Torres and second of Trustee Bautista, the Governing Board approved the Rio Del Valle Partial Block Schedule. Motion carried on a vote of 4-0.

RDV Partial Block
Schedule
M-23

Upon motion of Trustee Torres and second of Acting President Rodriguez, the Governing Board approved the purchase of Netbook Cases and Adaptors for the Take-home Program. Motion carries by a vote of 4-0.

Netbook Cases
and Adaptors
M-24

Upon motion of Trustee Torres and second of Trustee Esquivel, the Governing Board approved the Consent Agenda, as presented. Motion carried by a vote of 3-0, Acting President Rodriguez and Trustee Torres and Esquivel vote aye, Trustee Bautista voted no.

Consent Agenda
M-25

The Governing Board approved the Minutes of the Regular Meeting of June 15, 2015.

Min. Reg. Mtg
6/15/15

The Governing Board approved the iRead Contract Renewal FY 2015/2016.

iRead Contract FY
1516

The Governing Board approved the Food Service Vending Contract with Child Development Resources.

Food Svc.
Contract
CDR

The Governing Board approved the Food Services Vending Contract Continuing Development Incorporated (CDI).

Food Svc.
Contract
CDI

The Governing Board approved the Vendor List of Open Purchase Orders for Child Nutrition Services.

Vendor List for
Child Nutr. Progr.

The Governing Board approved the Contract for Speech and Pathologist Services.

Speech/Pathologist

The Governing Board approved the Purchase of District Vehicles.

Svc.

The Governing Board approved the Google Licenses for Tablets.

Purchase of
District Vehicles
Google Licences

The Governing Board approved to Award the CUPCCAA Contracts for Paving at Rio Vista.

The Governing Board approved to Award the CUPCCAA Contracts for Paving at Rio Plaza.

CUPCCAA
Paving
at Vista and Ro
Plaza

The Governing Board approved the Personnel Report.

The Governing Board approved the Contract of Installation of a New District Phone System.

Pers. Rpt
Install New Phone

The Governing Board the Rio del Mar Fifth Grade Students to Participate in an Overnight Field Trip to Rancho Alegre Outdoor School, Santa Barbara.

RdMar Overnight
Field Trip

As there was no further business to come before the Governing Board, Acting President Rodriguez adjourned the meeting at 7:34 p.m.

Adjournment

John Puglisi, Ph. D.
Secretary of the Governing Board

Approved in the Regular Meeting of the
Governing Board this 16th day of
September 2015.

Clerk, Board of Trustees

9.4

Agenda Item: 9.4. Approval of the Personnel Report

**Quick Summary /
Abstract:**

Rationale: The administration presents for consent the attached Personnel Report for classified and certificated positions.

Financial Impact: None

**Recommended
Motion:** Staff recommend approval.

Attachments:
PERS 091615

RIO SCHOOL DISTRICT

September 16, 2015

Certificated Personnel Report

Certificated Ratification of Employment:

Napoles, Jorge, Elementary Counselor, Rio Del Norte, (1.0) FTE, effective 8/24/2015

Shay, Karen, Elementary Teacher, Rio Lindo, (1.0) FTE, effective 8/24/2015

Classified Involuntary Transfer:

Arneill-Brown, Lynn, Library Clerk, from Rio Real to Rio Rosales, (1.0) FTE, effective 8/27/2015

9.5

Agenda Item: 9.5. Approval of the Commercial Warrant Register

Rationale: Pursuant to Education Codes 42632 & 42633, all payments from the funds of the district shall be made by written order of the Governing Board. The District provides all detailed listing of all payments made to the Governing Board for ratification and details as necessary.

The District processed payment to vendors since the last meeting of the Governing Board for a total amount of \$8,252,551.99 which included processing payments for all funds of the District in the following amounts:

Fund 010	General Fund	\$4,762,063.26
Fund 130	Cafeteria Fund	\$190,530.33
Fund 211	Building Fund	\$3,247,295.21
Fund 251	Capital Fac. Res	\$45,423.77
Fund 490	Cap.Proj. Fund	\$8,724.07
Less Unpaid Sales Tax Liability		-\$1,484.65
Total		\$8,252,551.99

Financial Impact: Fiscal Impact: \$8,252,551.99

Recommended Motion: ?Staff recommends approval.

Attachments:
CommercialWarrantRegister

Checks Dated 06/11/2015 through 09/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009018456	06/11/2015	Jacqueline Jones	010-5200		47.15
5009018457	06/11/2015	Connie Diaz	130-5202		14.87
5009018458	06/11/2015	Patricia Caslano	010-4300		35.75
5009018459	06/11/2015	Leann M. Guzik	010-4300		184.00
5009018460	06/11/2015	Archictecture for Education Incorporated	211-6101		19,080.00
5009018461	06/11/2015	Carter, Reddy & Associates	010-5800		30,762.34
5009018462	06/11/2015	FRONTLINE TECH. GROUP, LLC	010-5800		1,588.80
5009018463	06/11/2015	FOOD SHARE, INC.	010-4300		224.22
5009018464	06/11/2015	Ford Motor Credit	130-7438	25.48	
		Atn Municipal Credit	130-7439	621.46	646.94
5009018465	06/11/2015	OFFICE DEPOT	010-4300		921.64
5009018466	06/11/2015	REPUBLIC ELEVATOR COMPNAY	010-5620		283.42
5009018467	06/11/2015	Rio School District	010-4140	69.00	
			010-5200	30.00	
			010-5800	830.00	
			010-8699	128.44	1,055.44
5009018468	06/11/2015	Scentco In.	010-4300		356.40
5009018469	06/11/2015	SERVICE PRO-FIRE PROTECTION, I	010-5620		3,145.00
5009018470	06/11/2015	Taylor Steel & Welding	010-4300		5.42
5009018471	06/11/2015	Tubbs Bros.	010-5610		550.00
5009018472	06/11/2015	Ventura County Star	010-5800		26.54
5009018473	06/15/2015	Jenise A. Buckenberger	130-4300		43.20
5009018474	06/15/2015	Dulce M. Heller	130-5200		91.31
5009018475	06/15/2015	JoAnn Alvarez	010-5200		20.71
5009018476	06/15/2015	Max's A-1 Key Shop	010-4300		14.04
5009018477	06/15/2015	AMERICAN EXPRESS	010-4300	1,143.04	
			010-5200	2,994.89	
			010-5800	152.06	4,289.79
5009018478	06/15/2015	APPLIED BACKFLOW TECHNOLOGIES	010-5540		524.25
5009018479	06/15/2015	CITY OF OXNARD	010-5540		1,873.42
5009018480	06/15/2015	CALIFORNIA SCHOOL MANAGEMENT	010-5800		3,150.00
5009018481	06/15/2015	Durham Transportation	010-5800		934.85
5009018482	06/15/2015	SOUTHERN CALIF. EDISON	010-5520		22,147.42
5009018483	06/15/2015	Ewing Irrigation products inc	010-4360		2,351.12
5009018484	06/15/2015	FGL Environmental	010-5800		81.00
5009018485	06/15/2015	HARRIS WATER CONDITIONING	010-5540		61.50
5009018486	06/15/2015	HERITAGE VALLEY BUS INC.	010-5800		2,746.75
5009018487	06/15/2015	LECTORUM PUBLICATIONS, INC.	010-4300		282.45
5009018488	06/15/2015	MAXIM STAFFING SOLUTIONS	010-5800		247.50
5009018489	06/15/2015	McCARTY & SON'S TOWING	010-5610		275.00
5009018490	06/15/2015	MJP COMPUTERS	010-5800		658.83
5009018491	06/15/2015	PARADIGM HEALTHCARE SERVICES	010-5800		5,238.50
5009018492	06/15/2015	RIO PLAZA WATER COMPANY	010-5540		2,004.58
5009018493	06/15/2015	Sam's Club Direct	010-4300	1,420.06	
			010-4325	83.85	
			010-9320	334.80	
			130-4300	305.77	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE

Page 1 of 24

Checks Dated 06/11/2015 through 09/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009018493	06/15/2015	Sam's Club Direct	130-4710	372.94	2,517.42
5009018494	06/15/2015	SCHOLASTIC BOOK CLUBS, INC.	010-4200		120.10
5009018495	06/15/2015	SCHOOL NURSE SUPPLY, INC.	010-4300		198.98
5009018496	06/15/2015	SUPER DUPER PUBLICATIONS	010-4300	695.98	
			Unpaid Sales Tax	51.56-	644.42
5009018497	06/15/2015	Traffic Technologies, LLC	010-4300		584.23
5009018498	06/15/2015	Turf Star, Inc.	010-4360		303.05
5009018499	06/15/2015	U-Rent, Inc.	010-4300		5.24
5009018500	06/15/2015	UC REGENTS UCSB MATHEMATICS PROJECT	Cancelled		4,000.00 *
Cancelled on 07/21/2015					
5009018501	06/15/2015	West Ed c/o California HealthyKids Regional Center	010-4300		100.00
5009018502	06/16/2015	Elena Ramirez	010-5200		38.30
5009018503	06/16/2015	Rosa E. Navarro-Herrejon	010-5200		130.00
5009018504	06/16/2015	Carmen Vasquez	010-5200		130.00
5009018505	06/16/2015	Patricia Cabrera	010-5200		95.00
5009018506	06/16/2015	Jay H. Sorensen	010-4300		217.70
5009018507	06/16/2015	Aurora Zamudio	010-5200		130.00
5009018508	06/16/2015	Megan M. Vargas	010-5200		130.00
5009018509	06/16/2015	Melissa Navarrete	010-5201		50.54
5009018510	06/16/2015	Nancy Cervantes	010-5201		11.10
5009018511	06/16/2015	ARC	211-5800		5,969.08
5009018512	06/16/2015	Assistance League School	010-5800		3,675.00
5009018513	06/16/2015	CASA PACIFICA	010-5800		1,845.00
5009018514	06/16/2015	SC Fuels	010-4300	1,480.65	
			010-4360	165.48	
			130-4300	54.47	1,700.60
5009018515	06/16/2015	DIV. OF THE STATE ARCHITECT	251-5800		500.00
5009018516	06/16/2015	OFFICE DEPOT	010-4300		2,290.14
5009018517	06/16/2015	Hekar Rivera	010-5800		300.00
5009018518	06/16/2015	SAFETY-KLEEN, INC.	010-5800		605.19
5009018519	06/16/2015	School Bus Parts Co.	010-4300		982.76
5009018520	06/16/2015	SERVICE PRO-FIRE PROTECTION, I	010-5620		790.00
5009018521	06/16/2015	MATT OPPENHEIMER DBA TUTORIFIC	010-5800		969.17
5009018522	06/16/2015	U.S. Bank Corporate Payment Systems	010-4300	2,867.15	
			010-5600	312.00	
			010-5800	48.61	3,227.76
5009018523	06/16/2015	Sunbelt Rentals	010-5630		196.83
5009018524	06/16/2015	Vavrinek, Trine, Day & Co. LLP	010-5803		11,055.88
5009018525	06/18/2015	Wanda Kelly	010-4300		159.87
5009018526	06/18/2015	Lionel Carrizales	010-4300		105.41
5009018527	06/18/2015	Ronald Koenig	010-4300		200.00
5009018528	06/18/2015	Aswell Trophy	010-4300		160.87
5009018529	06/18/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		55.23
5009018530	06/18/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		168.89

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009018531	06/18/2015	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010-5200		345.00
5009018532	06/18/2015	HARRIS WATER CONDITIONING	010-5540		18.75
5009018533	06/18/2015	HOME DEPOT CREDIT SERVICES	010-4300	1,773.43	
			010-4325	194.94	
			010-4335	55.06	
			010-4360	476.33	2,499.76
5009018534	06/18/2015	MJP COMPUTERS	010-5800		787.92
5009018535	06/18/2015	MONTGOMERY HARDWARE CO.	211-4300		28,625.40
5009018536	06/18/2015	Naviance, Inc	010-5800		58.74
5009018537	06/18/2015	NICKY'S COMMUNICATOR	010-4300	434.70	
			Unpaid Sales Tax	32.20-	402.50
5009018538	06/18/2015	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5800		408.16
5009018539	06/18/2015	Pacific Equipment	010-5610		443.39
5009018540	06/18/2015	Ventura County SELPA	010-4300		2,080.02
5009018541	06/18/2015	THYSSENKRUPP ELEVATOR	010-5800		389.00
5009018542	06/18/2015	Tri-County Office Furniture	010-4400		1,842.37
5009018543	06/18/2015	U.S. Bank Corporate Payment Systems	010-4300	4,841.92	
			010-5200	453.68	
			010-5800	178.00	
			010-5800	374.55	5,848.15
5009018544	06/18/2015	YAMA LAWNMOWER REPAIR	010-4360	20.47	
			010-5610	30.83	51.30
5009018545	06/22/2015	SISC FINANCE	010-9516	9,522.97	
			010-9534	444,418.00	
			010-9537	35,920.13	489,861.10
5009018546	06/22/2015	Kenneth J. Henschel	130-4300		195.11
5009018547	06/22/2015	Clara M. Mendez	010-5200		40.25
5009018548	06/22/2015	Dulce M. Heller	130-5200		65.90
5009018549	06/22/2015	Mindy L. Martinez	010-4300		42.75
5009018550	06/22/2015	Jessica Zarate-Martinez	010-5200		22.41
5009018551	06/22/2015	Kristen Pifko	010-4300	74.99	
			010-5200	47.60	122.59
5009018552	06/22/2015	CASA PACIFICA	010-5800		8,195.00
5009018553	06/22/2015	CONTINUING DEVELOPMENT, INC.	010-5100	11,473.58	
			010-5800	2,940.44	14,414.02
5009018554	06/22/2015	E J Harrison & Sons	010-5560		61.28
5009018555	06/22/2015	Ewing Irrigation products Inc	010-4360		277.12
5009018556	06/22/2015	Godoy Studios	010-5800		1,050.00
5009018557	06/22/2015	Hank Wadsworth	010-5800		1,197.98
5009018558	06/22/2015	HARRIS WATER CONDITIONING	010-5540		30.00
5009018559	06/22/2015	JOHNSTONE SUPPLY	010-4300		272.87
5009018560	06/22/2015	J.W. Pepper	010-4300		969.95
5009018561	06/22/2015	Kelly Drevenstedt	010-4300		844.10
5009018562	06/22/2015	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		12,186.70

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5009018563	06/22/2015	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5100	10,909.64	
			010-5800	10,640.66	21,550.30
5009018564	06/22/2015	MyBinding.com	010-4300		415.95
5009018565	06/22/2015	O'Reilly Auto Parts	010-4300	539.82	
			010-4360	18.54-	521.28
5009018566	06/22/2015	P & R Paper Supply Co., Inc.	130-9320		849.26
5009018567	06/22/2015	UNITED WATER CONSERVATION DIST.	010-5540		1,997.79
5009018568	06/22/2015	Tammy Van Fleet, PHD, BCBAD	010-5800		3,375.00
5009018569	06/22/2015	Ventura County Star	211-5800		2,031.31
5009018570	06/22/2015	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5620		2,863.00
5009018571	06/23/2015	Andersons	010-4300	551.79	
			Unpaid Sales Tax	36.80-	514.99
5009018572	06/23/2015	Benner and Carpenter Inc.	211-6140	1,368.00	
			211-6201	4,960.00	6,328.00
5009018573	06/23/2015	CALIFORNIA MATHEMATICS COUNCIL	010-5200		195.00
5009018574	06/23/2015	CMRS-FP	010-5915		20,000.00
5009018575	06/23/2015	SC Fuels	010-4300	1,383.05	
			010-4360	98.75	
			130-4300	129.27	1,611.07
5009018576	06/23/2015	E J Harrison & Sons	010-5560		3,061.51
5009018577	06/23/2015	Golden State Alarms, Inc.	010-5800		4,635.38
5009018578	06/23/2015	Golden State Labor Compliance	010-5900		88.58
5009018579	06/23/2015	Mark It Place	010-4300		35.48
5009018580	06/23/2015	MOEMS EXECUTIVE SECRETARY	010-5200		99.00
5009018581	06/23/2015	PARADIGM HEALTHCARE SERVICES	010-5800		16,750.00
5009018582	06/23/2015	PARTY TOWN JUMPS	010-5600		572.00
5009018583	06/23/2015	PRAXAIR DISTRIBUTION INC	010-4300		27.55
5009018584	06/23/2015	RJ Training	010-5200		450.00
5009018585	06/23/2015	Scholastic Inc.	010-4300	6,897.00	
			010-5800	600.00-	6,297.00
5009018586	06/23/2015	SCHOOLDUDE.COM	010-5800		1,985.03
5009018587	06/23/2015	UC REGENTS UCSB MATHEMATICS PROJECT	010-5200		500.00
5009018588	06/23/2015	VCOE	010-5800		16,810.39
5009018589	06/25/2015	Beth Lindley	010-4300		100.88
5009018590	06/25/2015	Jenise A. Buckenberger	130-4300		26.41
5009018591	06/25/2015	Karen Grande	010-5200		32.20
5009018592	06/25/2015	Deborah Orosco	010-5200		75.00
5009018593	06/25/2015	Cassandra Bautista	010-4300		314.67
5009018594	06/25/2015	Sonia G. Lopez	010-4300		62.05
5009018595	06/25/2015	Sandra VonCannon-Legaspi	010-5200		239.00
5009018596	06/25/2015	Heather Parks	010-4300		53.61
5009018597	06/25/2015	Jacob R. Waltrip	010-4300		329.70
5009018598	06/25/2015	Jacquelyn Fonseca	010-5200		36.00
5009018599	06/25/2015	Jessica Zarate-Martinez	010-5200		8.48

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009018600	06/25/2015	Leann M. Guzik	010-4300		74.00
5009018601	06/25/2015	Pamela Waltmann	010-5200		20.13
5009018602	06/25/2015	Ronald Koenig	010-4300		27.00
5009018603	06/25/2015	Jaclyn A. Russell	010-4300		500.00
5009018604	06/25/2015	Monica O. Rivera	010-5200		30.36
5009018605	06/25/2015	ACSA	010-5300		330.00
5009018606	06/25/2015	ARC	211-5800		760.66
5009018607	06/25/2015	Aswell Trophy	010-4300		98.28
5009018608	06/25/2015	CONTINUING DEVELOPMENT, INC.	010-5100	9,871.49	
			010-5800	2,529.85	12,401.34
5009018609	06/25/2015	CITY OF OXNARD	010-5540		1,681.98
5009018610	06/25/2015	Community Playthings	010-4300	9,943.75	
			010-4400	15,017.75	24,961.50
5009018611	06/25/2015	E J Harrison & Sons	010-5560		94.70
5009018612	06/25/2015	FEDEX	010-5900		184.94
5009018613	06/25/2015	GIBBS INTERNATIONAL	010-4300		233.50
5009018614	06/25/2015	GOPHER SPORTS	010-4300		206.73
5009018615	06/25/2015	Gralnger	010-4325		20.38
5009018616	06/25/2015	Green EconoME	010-5800		40,800.00
5009018617	06/25/2015	STEVE HENSCHER	010-5800		800.00
5009018618	06/25/2015	LAZEL	010-4300		2,548.50
5009018619	06/25/2015	Lego Education	010-4300		247.83
5009018620	06/25/2015	Mark It Place	010-4300		571.90
5009018621	06/25/2015	MJP COMPUTERS	010-5800		529.80
5009018622	06/25/2015	Myers, Widders, Gibson, Jones	010-5802	18,130.44	
			251-5802	1,184.00	19,314.44
5009018623	06/25/2015	OFFICE DEPOT	010-4300	1,425.07	
			130-4300	185.10	1,610.17
5009018624	06/25/2015	PASSAGEWAY, INC.	010-5800		1,801.90
5009018625	06/25/2015	Patricia Godina	010-5800		28.20
5009018626	06/25/2015	Sam's Club Direct	010-4300	2,664.34	
			130-4300	173.23	
			130-4710	345.98	3,183.55
5009018627	06/25/2015	Ventura County SELPA	010-5800		24,540.00
5009018628	06/25/2015	SIGN-A-RAMA	211-5800		2,494.25
5009018629	06/25/2015	Tax Deferred Services Corporate Office Suite 209	010-9539		47,890.00
5009018630	06/25/2015	Sokikom	010-5800		4,000.00
5009018631	06/29/2015	AT&T	010-5800		184.02
5009018632	06/29/2015	BALFOUR BEATTY CONSTRUCTION	211-6272		40,800.00
5009018633	06/29/2015	SOUTHERN CALIF. EDISON	010-5520		4,502.68
5009018634	06/29/2015	THE GAS COMPANY	010-5530		1,829.75
5009018635	06/29/2015	Global Equity Communications	010-5800		6,120.00
5009018636	06/29/2015	Learning Priority, Inc	010-5800		2,000.00
5009018637	06/29/2015	Mark It Place	010-4300		1,943.51
5009018638	06/29/2015	MJP COMPUTERS	010-5800		865.89
5009018639	06/29/2015	NYELAND ACRES WATER COMPANY	010-5540		365.66

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Checks Dated 06/11/2015 through 09/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009018640	06/29/2015	U.S. Bank Systems	Corporate Payment 010-4300	964.59	
			010-5200	740.94	
			010-5800	83.94	1,789.47
5009018641	06/29/2015	VCOE	010-5200		1,400.00
5009018642	07/02/2015	Gilbert Acosta	010-3710		1,956.00
5009018643	07/02/2015	Marylou Almilli	010-3710		1,956.00
5009018644	07/02/2015	SALLY ALVARADO	010-3710		1,956.00
5009018645	07/02/2015	BARBARA ALVIDREZ	010-3710		1,956.00
5009018646	07/02/2015	Wayne Antrobus	010-3710		1,956.00
5009018647	07/02/2015	JUANITA BAETKE	010-3710		1,956.00
5009018648	07/02/2015	Sharon Bellman	010-3710		1,956.00
5009018649	07/02/2015	SHIRLEY BROWN	010-3710		1,956.00
5009018650	07/02/2015	Julie Burchmore	010-3710		1,956.00
5009018651	07/02/2015	Jonathan Castillo	010-3710		1,956.00
5009018652	07/02/2015	GAYLE COLEMAN	010-3710		1,956.00
5009018653	07/02/2015	John Cort	010-3710		1,956.00
5009018654	07/02/2015	Aria B Crane	010-3710		1,956.00
5009018655	07/02/2015	Kathleen Crowe	010-3710		1,956.00
5009018656	07/02/2015	David Davidson	010-3710		1,956.00
5009018657	07/02/2015	LaVerne Edgar	010-3710		1,956.00
5009018658	07/02/2015	Catherine Espinoza	010-3710		1,956.00
5009018659	07/02/2015	Carolee Felch	010-3710		1,956.00
5009018660	07/02/2015	Jeanne Foster	010-3710		1,956.00
5009018661	07/02/2015	KATHLEEN FRANKLIN	010-3710		1,956.00
5009018662	07/02/2015	Susanne Frank	010-3710		1,956.00
5009018663	07/02/2015	Ruth Fraser	010-3710		1,956.00
5009018664	07/02/2015	JARREL FULLER	010-3710		1,956.00
5009018665	07/02/2015	Claudene Garmon	010-3710		1,956.00
5009018666	07/02/2015	Sharon Gibson	010-3710		1,956.00
5009018667	07/02/2015	Geoff Godfrey	010-3710		1,956.00
5009018668	07/02/2015	Maria L. Godinez	010-3710		1,956.00
5009018669	07/02/2015	Helene Gollub	010-3710		1,956.00
5009018670	07/02/2015	CAROLYN GRACE	010-3710		1,956.00
5009018671	07/02/2015	Milton R. Hamon	010-3710		1,956.00
5009018672	07/02/2015	Jean Keller	010-3710		1,956.00
5009018673	07/02/2015	Harold Kennedy	010-3710		1,956.00
5009018674	07/02/2015	Jo Ann Kennedy	010-3710		1,956.00
5009018675	07/02/2015	Georgia Kerns	010-3710		1,956.00
5009018676	07/02/2015	Meredith Kruger	010-3710		1,956.00
5009018677	07/02/2015	RENEE LANE	010-3710		1,956.00
5009018678	07/02/2015	Christina Leonard	010-3710		1,956.00
5009018679	07/02/2015	CONNIE LOMELI	Reissued		1,956.00 *
	Reissued on 07/17/2015				
5009018680	07/02/2015	BEN LUCE	010-3710		1,956.00
5009018681	07/02/2015	Marcia Marino	010-3710		1,956.00
5009018682	07/02/2015	Shirley McCafferty	010-3710		1,956.00

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5009018683	07/02/2015	Virginia Nedelev	010-3710		1,956.00
5009018684	07/02/2015	Phil Otero	010-3710		1,956.00
5009018685	07/02/2015	YVONNE RAILEY	010-3710		1,956.00
5009018686	07/02/2015	Jose Rodriguez	010-3710		1,956.00
5009018687	07/02/2015	Darlene Serros	010-3710		1,956.00
5009018688	07/02/2015	Linda Shaffer	010-3710		1,956.00
5009018689	07/02/2015	Andrea Shaub	010-3710		1,956.00
5009018690	07/02/2015	John Sherk	010-3710	1,961.93	
			010-5800	717.97	2,679.90
5009018691	07/02/2015	CAROL SPRACKLEN	010-3710		1,956.00
5009018692	07/02/2015	BEVERLY STARK	010-3710		1,956.00
5009018693	07/02/2015	ROY SWICKARD	010-3710		1,956.00
5009018694	07/02/2015	Virginia Swickard	010-3710		1,956.00
5009018695	07/02/2015	Eleanor Syrett	010-3710		1,956.00
5009018696	07/02/2015	Sue Thomas	010-3710		1,956.00
5009018697	07/02/2015	HELEN TORRES	010-3710		1,956.00
5009018698	07/02/2015	Kathy Vargeson	010-3710		1,956.00
5009018699	07/02/2015	Lenora Weinerth	010-3710		1,956.00
5009018700	07/02/2015	Darylene Williams	010-3710		1,956.00
5009018701	07/02/2015	Jacqueline Jones	010-5200		20.70
5009018702	07/02/2015	Josefina Carrillo	010-5202		56.35
5009018703	07/02/2015	Padmini Vasan	010-5200		46.00
5009018704	07/02/2015	Marisela Valdez	010-4300		8.03
5009018705	07/02/2015	Sandra VonCannon-Legaspi	010-5200		366.37
5009018706	07/02/2015	María M. Hernandez	010-4300		196.51
5009018707	07/02/2015	Frank Walsh	010-4300		297.58
5009018708	07/02/2015	Tammy Henschel	010-5200		66.13
5009018709	07/02/2015	Josh Steiner	010-4300		19.32
5009018710	07/02/2015	Rebecca Rocha	010-4300		36.44
5009018711	07/02/2015	Mindy L. Martinez	010-4300		51.55
5009018712	07/02/2015	Lacey Piper	130-5200		746.43
5009018713	07/02/2015	A Higher Level	130-5800		2,885.00
5009018714	07/02/2015	ALL-PHASE ELECTRIC SUPPLY	010-4300		350.14
5009018715	07/02/2015	Amerigas	010-4300	396.61	
			130-4300	163.83	560.44
5009018716	07/02/2015	ARC	211-5800		317.65
5009018717	07/02/2015	Aswell Trophy	010-4300		194.40
5009018718	07/02/2015	AT&T	010-5900	1,063.84	
			130-5900	8.38	1,070.20
5009018719	07/02/2015	BALFOUR BEATTY CONSTRUCTION	211-9510	65,040.00	
			251-9510	3,360.00	68,400.00
5009018720	07/02/2015	CLASS LEASING, INC.	211-6201		32,536.00
5009018721	07/02/2015	Cummins Cal Pacific	010-5610		8,255.39
5009018722	07/02/2015	SC Fuels	010-4300	1,052.43	
			010-4360	121.46	
			130-4300	62.58	1,236.47
5009018723	07/02/2015	Dominos Pizza	010-4300	165.19	

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5009018723	07/02/2015	Dominos Pizza	130-4710	6,958.24	7,121.43
5009018724	07/02/2015	Durham Transportation	010-5800		8,422.52
5009018725	07/02/2015	Fry's Electronics	010-4300	526.92	
			010-4400	1,457.98	1,984.90
5009018726	07/02/2015	HOME DEPOT CREDIT SERVICES	010-4300	41.73	
			010-4325	174.56	216.29
5009018727	07/02/2015	Julle Avnit	211-9510		2,940.00
5009018728	07/02/2015	Kansas State Bank	010-5621		77,507.89
5009018729	07/02/2015	My Print Xpress	010-4300		151.62
5009018730	07/02/2015	OFFICE DEPOT	010-4300		2,200.08
5009018731	07/02/2015	Ventura County Star	010-5800	109.96	
			251-5800	724.42	834.38
5009018732	07/02/2015	Dr. Elizabeth Yeager	010-5800		1,462.50
5009018733	07/06/2015	Dominos Pizza	130-4710		4,667.81
5009018734	07/06/2015	Driftwood Dairy	130-4710		14,699.28
5009018735	07/06/2015	SYSCO VENTURA	130-4710		42,094.04
5009018736	07/06/2015	THE BERRY MAN, INC.	130-4710		27,635.59
5009018737	07/07/2015	Jisela Ramirez	010-4300		50.00
5009018738	07/07/2015	Lionel Carrizales	010-5200		194.69
5009018739	07/07/2015	Samantha Vega-Flynn	010-5200		32.21
5009018740	07/07/2015	Teresa R. Ivey	010-5200		359.95
5009018741	07/07/2015	Architecture for Education Incorporated	211-6219		211,330.00
5009018742	07/07/2015	CDE/CASHIER'S OFFICE	130-4710	395.20	
			130-9320	156.00	551.20
5009018743	07/07/2015	Driftwood Dairy	130-4710		321.80
5009018744	07/07/2015	SOUTHERN CALIF. EDISON	010-5520		369.30
5009018745	07/07/2015	FOOD SHARE, INC.	010-4300		88.04
5009018746	07/07/2015	GREATAMERICA FINANCIAL SVCS	010-5610		287.25
5009018747	07/07/2015	State of California Office of Food Distribution	130-4710		488.41
5009018748	07/07/2015	P & R Paper Supply Co., Inc.	130-9320		2,007.58
5009018749	07/07/2015	VENTURA REFRIGERATION SALES & SERVICE	130-5600		307.63
5009018750	07/09/2015	Melissa Navarrete	010-4300		100.00
5009018751	07/09/2015	Assistance League School	010-5800		3,675.00
5009018752	07/09/2015	Atkinson, Andelson, Loya, Ruud & Romo	010-5802		11,251.25
5009018753	07/09/2015	Baute Crochetiere & Wang, LLP	010-5802		187.00
5009018754	07/09/2015	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010-5200		1,152.00
5009018755	07/09/2015	SASS/MESTMAKER INSURANCE	010-5450		135.00
5009018756	07/09/2015	Dominos Pizza	130-4710		140.49
5009018757	07/09/2015	Global Equity Communications	010-5800		4,810.00
5009018758	07/09/2015	Kansas State Bank of Manhattan Government Finance Dept.	010-5621		16,960.00
5009018759	07/09/2015	VIRCO	251-4300		950.40
5009018760	07/09/2015	Dr. Elizabeth Yeager	010-5800		1,200.00
5009018761	07/13/2015	Jenise A. Buckenberger	130-4710		39.62

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009018762	07/13/2015	Jacquelyn Fonseca	010-4300		59.24
5009018763	07/13/2015	John D. Puglisi	010-5200		32.51
5009018764	07/13/2015	Learn M. Guzik	010-4300		53.02
5009018765	07/13/2015	Pamela Waltmann	010-5200		26.74
5009018766	07/13/2015	Ronald Koenig	010-5200		25.00
5009018767	07/13/2015	Melissa Navarrete	010-4300	306.26	
			010-5201	21.15	327.41
5009018768	07/13/2015	Nancy Cervantes	010-5201		3.45
5009018769	07/13/2015	BARON INDUSTRIES	010-4300		280.44
5009018770	07/13/2015	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5800		20,000.00
5009018771	07/13/2015	CCP Industries	010-4300		443.08
5009018772	07/13/2015	CLASS LEASING, INC.	251-6202		8,925.00
5009018773	07/13/2015	COGGS TIRE SERVICE	010-5610		153.76
5009018774	07/13/2015	CREATIVE BUS SALES	010-4300		1,365.90
5009018775	07/13/2015	Cummins Cal Pacific	010-5610		1,436.75
5009018776	07/13/2015	City Of Oxnard-City Treasurer	010-5561		134.68
5009018777	07/13/2015	Environmental Testing Assoc.	211-6102		965.00
5009018778	07/13/2015	Fence Factory	010-4300	62.81	
			010-5630	918.00	980.81
5009018779	07/13/2015	FERGUSON ENTERPRISES, INC.	010-4300		113.61
5009018780	07/13/2015	FGL Environmental	010-5800		1,255.00
5009018781	07/13/2015	GIBBS INTERNATIONAL	010-5610		7,555.10
5009018782	07/13/2015	Golden State Alarms, Inc.	010-5610		1,725.75
5009018783	07/13/2015	GOLDEN STATE SYSTEMS	010-4300		495.75
5009018784	07/13/2015	Gralnger	010-4300	602.77	
			010-4325	183.95	766.72
5009018785	07/13/2015	HOME DEPOT CREDIT SERVICES	010-4300	716.84	
			010-4360	100.02	
			010-4400	614.57	
			130-4300	35.79	1,467.22
5009018786	07/13/2015	MAXIM STAFFING SOLUTIONS	010-5800		483.53
5009018787	07/13/2015	MONTGOMERY HARDWARE CO.	010-4300		421.10
5009018788	07/13/2015	Myers, Widders, Gibson, Jones	010-5802		12,576.55
5009018789	07/13/2015	O'Reilly Auto Parts	010-4300		2,516.67
5009018790	07/13/2015	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5800		939.29
5009018791	07/13/2015	Pacific Equipment	010-4300		379.67
5009018792	07/13/2015	PARADISE CHEVROLET	010-4300		1,105.73
5009018793	07/13/2015	PARKHOUSE TIRE, INC.	010-5610		1,803.08
5009018794	07/13/2015	PRAXAIR DISTRIBUTION INC	010-4300		54.50
5009018795	07/13/2015	QUALITY WINDOWS	010-5635		198.49
5009018796	07/13/2015	Regency Lighting	010-4300		3,880.45
5009018797	07/13/2015	REPUBLIC ELEVATOR COMPNAV	010-5620		283.42
5009018798	07/13/2015	SERVICE PRO-FIRE PROTECTION, I	010-5620		375.00
5009018799	07/13/2015	VCOE	010-5800	10,350.00	
			010-5804	175.00	10,525.00

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5009018800	07/13/2015	VENTURA REFRIGERATION SALES & SERVICE	130-5800		563.80
5009018801	07/14/2015	Wanda Kelly	010-4300		261.61
5009018802	07/14/2015	Allison Brown	010-4300		51.48
5009018803	07/14/2015	CODESP	010-5800		1,850.00
5009018804	07/14/2015	Dolinka Group	010-5800	6,207.46	
			010-5802	46.00	6,253.46
5009018805	07/14/2015	MJP COMPUTERS	010-4300		359.40
5009018806	07/14/2015	Party Pleasers	010-4300		357.17
5009018807	07/14/2015	Sage Institute	251-5800		18,570.00
5009018808	07/14/2015	School Bus Parts Co.	010-4300		66.85
5009018809	07/14/2015	Traffic Technologies, LLC	010-4300		344.03
5009018810	07/14/2015	Tubbs Bros.	010-5610		185.00
5009018811	07/14/2015	Center for Latin American	010-5200		2,800.00
5009018812	07/14/2015	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5620		612.00
5009018813	07/16/2015	Augustine Garcia	010-4300		14.52
5009018814	07/16/2015	Juile E. Maria	010-4300	48.79	
			010-5200	2,589.34	2,638.13
5009018815	07/16/2015	Jacquelyn Fonseca	010-4300		284.89
5009018816	07/16/2015	Tracey J. Pearson	010-4300		38.87
5009018817	07/16/2015	Airgas West	010-4300		3,583.35
5009018818	07/16/2015	ARC	211-5800		960.88
5009018819	07/16/2015	Aswell Trophy	010-4300		1,922.57
5009018820	07/16/2015	BARON INDUSTRIES	010-4300		124.01
5009018821	07/16/2015	JOHN DEERE FINANCIAL	010-4360		90.14
5009018822	07/16/2015	CITY OF OXNARD	010-5540		8,733.24
5009018823	07/16/2015	FRONTLINE TECH. GROUP, LLC	010-5800		794.40
5009018824	07/16/2015	CSEA LESLIE SNOW	010-5800		340.00
5009018825	07/16/2015	SOUTHERN CALIF. EDISON	010-5520		56,512.11
5009018826	07/16/2015	HARRIS WATER CONDITIONING	010-5540		65.82
5009018827	07/16/2015	JOHNSTONE SUPPLY	Cancelled		22.65 *
Cancelled on 07/21/2015					
5009018828	07/16/2015	JONES SCHOOL SUPPLY CO., INC.	010-4300	85.23	
			Unpaid Sales Tax	4.84-	80.39
5009018829	07/16/2015	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		7,594.43
5009018830	07/16/2015	Lawyers Title	211-5802		3,200.00
5009018831	07/16/2015	MJP COMPUTERS	211-4400		54,648.00
5009018832	07/16/2015	CITY OF OXNARD OXNARD FIRE DEPARTMENT	010-5620		1,291.00
5009018833	07/16/2015	P & R Paper Supply Co., Inc.	130-9320		1,254.40
5009018834	07/16/2015	RIO PLAZA WATER COMPANY	010-5540		1,782.36
5009018835	07/16/2015	Rotary Club	010-5300		346.00
5009018836	07/16/2015	SC Fuels	010-4300	1,680.66	
			010-4360	255.79	
			130-4300	186.49	2,122.94
5009018837	07/16/2015	SYSCO VENTURA	130-4710		9,481.82

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5009018838	07/16/2015	Teaching Beyond Textbooks	010-5200		375.00
5009018839	07/16/2015	UC REGENTS UCSB MATHEMATICS PROJECT	010-5800		3,000.00
5009018840	07/16/2015	UNITED WATER CONSERVATION DIST.	010-5540		1,921.12
5009018841	07/16/2015	U.S. Bank Corporate Payment Systems	010-4300	17,215.92	
			010-5200	3,017.53	20,233.45
5009018842	07/16/2015	VCOE	010-5804		1,191.00
5009018843	07/16/2015	VENTURA COUNTY APCD	010-5800		551.00
5009018844	07/20/2015	CONNIE LOMELI	010-3710		1,956.00
5009018845	07/20/2015	United of Omaha Life Ins. Co.	010-9534		567.18
5009018846	07/20/2015	SISC FINANCE	010-9516	8,850.77	
			010-9534	441,334.00	
			010-9537	36,364.13	486,548.90
5009018847	07/20/2015	AT&T	010-5900		77.10
5009018848	07/20/2015	CASA PACIFICA	010-5800		5,165.50
5009018849	07/20/2015	CREATIVE BUS SALES	010-4300		585.15
5009018850	07/20/2015	E J Harrison & Sons	010-5560		22.65
5009018851	07/20/2015	KONICA MINOLTA PREMIER FINANCE	010-5612	3,096.54	
			130-5612	153.73	3,250.27
5009018852	07/20/2015	PARADIGM HEALTHCARE SERVICES	010-5800		768.49
5009018853	07/20/2015	QUALITY WINDOWS	010-5635		221.18
5009018854	07/20/2015	Reptile Family	010-5800		250.00
5009018855	07/20/2015	School Bus Parts Co.	010-4300		356.81
5009018856	07/20/2015	THYSSENKRUPP ELEVATOR	010-5800		1,478.04
5009018857	07/20/2015	U.S. Bank Corporate Payment Systems	010-4300	3,182.53	
			010-5200	309.38	
			010-5600	392.20	
			010-5800	502.35	4,386.46
5009018858	07/21/2015	Maria C. Gonzales	010-4300		167.20
5009018859	07/21/2015	Lupe Sandoval	010-4300		20.79
5009018860	07/21/2015	Maria M. Hernandez	010-5200		652.13
5009018861	07/21/2015	Architecture for Education Incorporated	211-6101		31,164.67
5009018862	07/21/2015	ACSA	010-5300		18,113.03
5009018863	07/21/2015	APPLIED BACKFLOW TECHNOLOGIES	010-5540		584.25
5009018864	07/21/2015	C & M AUTO TRUCK ELECTRIC	010-5610		569.84
5009018865	07/21/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		55.23
5009018866	07/21/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		168.89
5009018867	07/21/2015	C D W GOVERNMENT, INC.	010-4300		1,128.90
5009018868	07/21/2015	CLASS LEASING, INC.	211-6201		40,670.00
5009018869	07/21/2015	City Of Oxnard-City Treasurer	010-5561		240.76
5009018870	07/21/2015	Employment Dev Dept	010-9535		3,840.72
5009018871	07/21/2015	FRANKLIN TRUCK PARTS, INC.	010-4300		185.85
5009018872	07/21/2015	GIBBS INTERNATIONAL	010-4300		756.60
5009018873	07/21/2015	Golden State Alarms, Inc.	010-5610		3,435.69
5009018874	07/21/2015	Kimball Midwest	010-4300		2,192.78

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5009018875	07/21/2015	KONICA MINOLTA PREMIER FINANCE	010-4300		180.37
5009018876	07/21/2015	Morris Inspection Company	211-6245		13,822.50
5009018877	07/21/2015	NV/5	211-6180		2,310.00
5009018878	07/21/2015	O'Reilly Auto Parts	010-4300		32.39
5009018879	07/21/2015	PARKHOUSE TIRE, INC.	010-5610		2,254.64
5009018880	07/21/2015	Regency Lighting	010-9320		3,567.74
5009018881	07/21/2015	Ventura County SELPA	010-5800		15,470.00
5009018882	07/21/2015	Sonitrol	010-5610	481.45	
			010-5620	5,473.91	5,955.36
5009018883	07/21/2015	Southwest School & Office Supply	010-4300	66.44	
			010-9320	5,811.39	5,877.83
5009018884	07/21/2015	State Board Of Equalization Fuel Taxes Division	010-5800		58.88
5009018885	07/21/2015	Tubbs Bros.	010-5610		1,898.00
5009018886	07/21/2015	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5620		1,704.00
5009018887	07/21/2015	YAMA LAWMOWER REPAIR	010-4360	12.50	
			010-5610	12.50	25.00
5009018888	07/27/2015	UNITED WATER CONSERVATION DIST.	010-5540		2,530.39
5009018889	07/27/2015	ALL-PHASE ELECTRIC SUPPLY	010-4300		123.00
5009018890	07/27/2015	AMAZON.COM CORPORATE CREDIT	010-4300		204.54
5009018891	07/27/2015	Apple Computer Inc.	010-4300		378.84
5009018892	07/27/2015	CONTINUING DEVELOPMENT, INC.	010-5100	1,861.54	
			010-5800	477.08	2,338.62
5009018893	07/27/2015	C D W GOVERNMENT, INC.	010-4300	465.96	
			010-4400	909.35	1,375.31
5009018894	07/27/2015	DRAGANCHUK	010-5800		1,134.00
5009018895	07/27/2015	E J Harrison & Sons	010-5560		3,167.86
5009018896	07/27/2015	Ewing Irrigation Products Inc	010-4360		2,480.12
5009018897	07/27/2015	FEDEX	010-5900	866.35	
			130-5900	72.08	938.43
5009018898	07/27/2015	Fence Factory	010-4300	151.81	
			010-5610	154.19	306.00
5009018899	07/27/2015	FERGUSON ENTERPRISES, INC.	010-4300		7.30
5009018900	07/27/2015	FOLLETT SCHOOL SOLUTIONS, INC.	010-4300		180.93
5009018901	07/27/2015	HARRIS WATER CONDITIONING	010-5540		48.75
5009018902	07/27/2015	HOME DEPOT CREDIT SERVICES	010-4300	1,123.75	
			010-4325	92.44	1,216.19
5009018903	07/27/2015	Hughes General Engineering	211-6275		76,104.45
5009018904	07/27/2015	J&T Engineering & Construction	251-6210	4,384.02	
			490-6210	4,384.01	8,768.03
5009018905	07/27/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		849.88
5009018906	07/27/2015	Lawrence Media	010-5800		3,442.50
5009018907	07/27/2015	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5100	1,984.72	
			010-5800	1,935.78	3,920.50
5009018908	07/27/2015	MJP COMPUTERS	010-5800	82.64	

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5009018908	07/27/2015	MJP COMPUTERS	211-4300	66,822.00	66,904.64
5009018909	07/27/2015	Ford Crdit Dept 67-434	130-7438	115.99	
			130-7439	530.95	646.94
5009018910	07/27/2015	OFFICE DEPOT	010-4300		585.76
5009018911	07/27/2015	PAR Inc	010-4300		158.40
5009018912	07/27/2015	PERMA BOUND	010-4300		1,083.89
5009018913	07/27/2015	Rio School District	010-4140	68.00	
			010-5800	485.00	
			010-8699	50.65	
			130-5200	20.00	623.65
5009018914	07/27/2015	SCHOOL NURSE SUPPLY, INC.	010-4300	67.50	
			010-4400	965.52	1,033.02
5009018915	07/27/2015	SIGN-A-RAMA	211-5800		2,494.25
5009018916	07/27/2015	Tax Deferred Services Corporate Office Suite 209	010-9539		2,660.00
5009018917	07/27/2015	THYSSENKRUPP ELEVATOR	010-5800		583.50
5009018918	07/27/2015	Tubbs Bros.	010-5810		1,070.00
5009018919	07/27/2015	Unisource Worldwide Inc.	010-9320		1,352.59
5009018920	07/28/2015	CCAC Attn: Conference Registration	010-5200		586.24
5009018921	07/28/2015	Aurora Zamudio	010-5200		217.40
5009018922	07/28/2015	Julie E. Maria	010-4300		25.92
5009018923	07/28/2015	Llonel Carrizales	010-5200		282.70
5009018924	07/28/2015	Yesenia Viera	010-5200		120.00
5009018925	07/28/2015	John D. Puglisi	010-4300		26.41
5009018926	07/28/2015	CLASS LEASING, INC.	211-6201		39,761.00
5009018927	07/28/2015	Driftwood Dairy	130-9510		2,867.24
5009018928	07/28/2015	THE BERRY MAN, INC.	130-4710	487.45	
			130-9510	5,779.35	6,246.80
5009018929	07/30/2015	United of Omaha Life Ins. Co.	010-9534		517.50
5009018930	07/30/2015	Mireya N. Chavez	010-4300		69.83
5009018931	07/30/2015	Marisela Valdez	010-4300		50.21
5009018932	07/30/2015	Augustine Garcia	010-4300		108.48
5009018933	07/30/2015	Frank Walsh	010-4300		90.87
5009018934	07/30/2015	Josh Steiner	010-4300		49.50
5009018935	07/30/2015	Jordan I. Duckett	010-4300		25.83
5009018936	07/30/2015	Gerrit Granada	010-4300		46.30
5009018937	07/30/2015	Cesar Ruiz	010-4300		41.82
5009018938	07/30/2015	ACADEMIC THERAPY PUBLICATIONS	010-4300		193.66
5009018939	07/30/2015	AMERICAN REPROGRAPHICS CO.	010-4300		27.00
5009018940	07/30/2015	BARON INDUSTRIES	010-4300		224.64
5009018941	07/30/2015	Baute Crochetiere & Wang, LLP	010-5802		3,848.00
5009018942	07/30/2015	CANON BUSINESS SOLUTIONS, INC.	Cancelled		729.21
	Cancelled on 08/05/2015				
5009018943	07/30/2015	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		165.00
5009018944	07/30/2015	Contract Paper Group	010-9320		20,448.29
5009018945	07/30/2015	Fry's Electronics	010-4300		1,213.47
5009018946	07/30/2015	Jerome R. Clifford	010-4300		99.17

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009018947	07/30/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		918.90
5009018948	07/30/2015	Max's A-1 Key Shop	010-4300		15.98
5009018949	07/30/2015	MJP COMPUTERS	010-4400	1,351.92	
			010-5800	2,267.28	3,619.20
5009018950	07/30/2015	OFFICE DEPOT	010-9510		2,198.55
5009018951	07/30/2015	Rio School District Cafeteria Account	130-5800		648.92
5009018952	07/30/2015	Sam's Club Direct	010-4300	178.24	
			010-9320	473.88	
			010-9510	3,733.43	4,385.55
5009018953	07/30/2015	SC Fuels	010-4300	1,529.61	
			010-4360	225.59	
			130-4300	113.71	1,868.91
5009018954	07/30/2015	SERVICE PRO-FIRE PROTECTION, I	010-5620		3,712.68
5009018955	07/30/2015	U.S. Bank Corporate Payment Systems	010-4300	2,742.94	
			010-5200	239.00	
			010-5300	190.00	
			010-5600	178.00	
			010-5800	896.00	4,245.94
5009018956	07/30/2015	Vantage Learning USA LLC	010-5800		5,000.00
5009018957	07/30/2015	Mark Wagganer	010-5804		57.00
5009018958	07/30/2015	WORTHINGTON DIRECT, INC.	211-4300	7,493.74	
			Unpaid Sales Tax	437.64-	7,056.10
5009018959	08/03/2015	Emily Torres	010-5800		54.00
5009018960	08/03/2015	Architecture for Education Incorporated	211-6101		80,966.49
5009018961	08/03/2015	PEARSON EDUCATION, INC.	010-4200	409.17-	
			010-4300	711.21	302.04
5009018962	08/03/2015	Atkinson, Anderson, Loya, Ruud & Romo	010-9510		4,803.92
5009018963	08/03/2015	BC Rincon Construction	211-6201		74,890.27
5009018964	08/03/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		549.21
5009018965	08/03/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		405.00
5009018966	08/03/2015	COMPUTER-USING EDUCATORS, INC.	010-5800		897.00
5009018967	08/03/2015	EDUCATIONAL DATA SYSTEMS ATTN: ACCOUNTING DEPT.	010-9510		1,055.10
5009018968	08/03/2015	EDUCATIONAL TESTING SERVICE	010-5800		375.06
5009018969	08/03/2015	JOHNSTONE SUPPLY	010-4300		34.29
5009018970	08/03/2015	KRONICK MOSKOVITZ TIEDEMANN & GIRARD	211-5802		1,658.00
5009018971	08/03/2015	MJP COMPUTERS	010-4300		133,224.00
5009018972	08/03/2015	NYELAND ACRES WATER COMPANY	010-5540		343.88
5009018973	08/03/2015	PEARSON ASSESSMENTS	010-4300		204.06
5009018974	08/03/2015	Pioneer Chemical Co	010-9320		22,696.85
5009018975	08/03/2015	POSITIVE PROMOTIONS	010-4300	1,144.23	
			Unpaid Sales Tax	84.76-	1,059.47
5009018976	08/03/2015	RENAISSANCE LEARNING INC.	010-5800		66,872.43
5009018977	08/03/2015	Sam's Club Direct	010-4300	595.95	
			130-4300	31.06	
			130-4710	31.06	658.07
5009018978	08/03/2015	SC Fuels	010-4300	328.41	

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009018978	08/03/2015	SC Fuels	010-4360	218.30	546.71
5009018979	08/03/2015	Ventura County SELPA	010-5800	1,820.87	
			010-9510	24,960.00	26,780.67
5009018980	08/03/2015	VCOE	010-5200	100.00	
			010-9510	16,200.00	16,300.00
5009018981	08/03/2015	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-5450		148,111.52
5009018982	08/03/2015	Ventura County Star	010-5800		150.92
5009018983	08/03/2015	WESTERN PSYCHOLOGICAL SERVICES	010-4300		166.91
5009018984	08/04/2015	Amy R. Mills	010-4300		3,138.31
5009018985	08/04/2015	Leann M. Guzik	010-4300		41.61
5009018986	08/04/2015	Accelerate learning Inc	010-5800		27,105.40
5009018987	08/04/2015	ARC	211-5800	74.30	
			251-5800	142.95	217.25
5009018988	08/04/2015	Global Equity Communications	010-5800		4,160.00
5009018989	08/04/2015	Grainger	010-4325	491.17	
			010-4360	36.70	527.87
5009018990	08/04/2015	Newsela, Inc	010-5800		25,817.50
5009018991	08/04/2015	OFFICE DEPOT	010-4300	3,535.24	
			010-4400	400.53	3,935.77
5009018992	08/04/2015	Redbird Advanced Learning Co	010-5800		87,500.00
5009018993	08/04/2015	Sage Institute	211-5800		33,000.00
5009018994	08/04/2015	Sokikom	010-5800		103,200.00
5009018995	08/06/2015	Yenni Luna	010-5200		487.00
5009018996	08/06/2015	Charles Fichtner	010-5200		101.09
5009018997	08/06/2015	Jay H. Sorensen	010-5200		312.50
5009018998	08/06/2015	Archlctecture for Education Incorporated	211-9510		80,950.00
5009018999	08/06/2015	AMAZON.COM CORPORATE CREDIT	211-4400		3,409.70
5009019000	08/06/2015	ARC	211-5800		315.20
5009019001	08/06/2015	Aswell Trophy	010-9510		1,249.24
5009019002	08/06/2015	AVID CENTER	010-5800		8,094.00
5009019003	08/06/2015	BALFOUR BEATTY CONSTRUCTION	211-6272	54,120.00	
			251-5800	1,400.00	55,520.00
5009019004	08/06/2015	California Lutheran UniversityCRLP	010-9510		75.00
5009019005	08/06/2015	Fry's Electronics	010-4300		149.72
5009019006	08/06/2015	Grainger	010-4300		1,314.66
5009019007	08/06/2015	GREATAMERICA FINANCIAL SVCS	010-5610		287.25
5009019008	08/06/2015	Julie Avnit	211-5800		3,220.00
5009019009	08/06/2015	MJP COMPUTERS	211-9510		336,184.32
5009019010	08/06/2015	OFFICE DEPOT	010-4300		25.92
5009019011	08/06/2015	Southwest School & Office Supply	010-9510		556.64
5009019012	08/06/2015	VCOE	010-5800		465.00
5009019013	08/10/2015	MRS FIGS BOOKWORM	010-9510		5,757.14
5009019014	08/10/2015	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		1,840.00
5009019015	08/10/2015	Ewing Irigation Products Inc	010-4360		1,169.14
5009019016	08/10/2015	FERGUSON ENTERPRISES, INC.	010-4300		698.44
5009019017	08/10/2015	First Book Market Place	010-4200	2,004.49	

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5009019017	08/10/2015	First Book Market Place	010-4300	2,004.48	4,008.97
5009019018	08/10/2015	Galcon USA, LTD	010-9510		26,925.00
5009019019	08/10/2015	Golden State Alarms, Inc.	010-5610		390.00
5009019020	08/10/2015	HILFORD MOVING & STORAGE	490-5800		559.68
5009019021	08/10/2015	Hillyard	010-4325		2,325.70
5009019022	08/10/2015	Hughes General Engineering	211-6275		495,724.54
5009019023	08/10/2015	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		367.43
5009019024	08/10/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		855.20
5009019025	08/10/2015	SERVICE PRO-FIRE PROTECTION, I	010-5620		2,731.87
5009019026	08/10/2015	Verlyooz, Inc.	010-5800		2,600.00
5009019027	08/10/2015	Waisman Construction, Inc	211-6275		360,895.50
5009019028	08/10/2015	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5620		612.00
5009019029	08/11/2015	C D W GOVERNMENT, INC.	010-4400		6,714.61
5009019030	08/11/2015	DELL MARKETING L.P. C/O DELL USA LP	010-9510		11,532.44
5009019031	08/11/2015	Markerboard People	010-4300	362.88	
			Unpaid Sales Tax	28.88-	336.00
5009019032	08/11/2015	Morris Inspection Company	211-6245		11,310.00
5009019033	08/11/2015	Ford Crdit Dept 67-434	130-7438	115.99	
			130-7439	530.95	646.94
5009019034	08/12/2015	Diana C. Ayala	130-4305		250.00
5009019035	08/12/2015	Debi Moreno	130-4305		250.00
5009019036	08/12/2015	Lillian T. Lopez	130-4305		250.00
5009019037	08/12/2015	Tamara L. Bauer	130-4305		250.00
5009019038	08/12/2015	Kenneth J. Henschel	130-4305		250.00
5009019039	08/12/2015	Rosa A. Caldino	130-4305		250.00
5009019040	08/12/2015	Cindy Barajas	130-4305		250.00
5009019041	08/12/2015	Kathleen D. Velasquez	130-4305		250.00
5009019042	08/12/2015	Arlene Valdivia	130-4305		250.00
5009019043	08/12/2015	Della M. Alamillo	130-4305		250.00
5009019044	08/12/2015	Mutsuko Anderson	130-4305		250.00
5009019045	08/12/2015	Rosaizela M. Gutierrez	130-4305		250.00
5009019046	08/12/2015	Gloria L. Gonzales	Cancelled		250.00 *
Cancelled on 08/21/2015					
5009019047	08/12/2015	Stephanie Varela	130-4305		250.00
5009019048	08/12/2015	Monika Parks	130-4305		250.00
5009019049	08/12/2015	Joan Bergstrand	130-4305		250.00
5009019050	08/12/2015	Fumiko Kitazumi	130-4305		250.00
5009019051	08/12/2015	Bellinda Sanchez	130-4305		250.00
5009019052	08/12/2015	Dulce M. Heller	130-4305		250.00
5009019053	08/12/2015	Michele Salinas	130-4305		250.00
5009019054	08/12/2015	Gina C. Correa	130-4305		250.00
5009019055	08/12/2015	Candelaria Franco	130-4305		250.00
5009019056	08/12/2015	Elodia M. Vargas	130-4305		250.00
5009019057	08/12/2015	Brandon Henschel	130-4305		250.00
5009019058	08/12/2015	Candelaria Mendez	130-4305		250.00

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5009019059	08/12/2015	Elizabeth Aguilera	130-4305		250.00
5009019060	08/12/2015	Loretta A. Mendez	130-4305		250.00
5009019061	08/12/2015	Yolanda Bullock	130-4305		250.00
5009019062	08/12/2015	Rose M. Williams	130-4305		250.00
5009019063	08/12/2015	Justina Lara	130-4305		250.00
5009019064	08/12/2015	Maria Alfaro	130-4305		250.00
5009019065	08/12/2015	Brigette Thompson	130-4305		250.00
5009019066	08/12/2015	Yadira Jljada Solano	130-4305		250.00
5009019067	08/12/2015	Marissa Pech	130-4305		250.00
5009019068	08/12/2015	Lenelja N. Delgadillo	130-4305		250.00
5009019069	08/13/2015	SISC FINANCE	010-9516	8,914.87	
			010-9534	445,950.00	
			010-9537	36,825.13	491,490.00
5009019070	08/13/2015	Janelle Jester	010-5200		352.13
5009019071	08/13/2015	Michelle Oropeza	010-5200		710.18
5009019072	08/13/2015	AMERICAN EXPRESS	010-4200	112.96	
			010-4300	1,090.85	1,203.81
5009019073	08/13/2015	AT&T	010-5900	745.06	
			130-5900	14.80	759.86
5009019074	08/13/2015	AT&T	010-5900		88.25
5009019075	08/13/2015	C D W GOVERNMENT, INC.	010-4400		1,150.79
5009019076	08/13/2015	CITY OF OXNARD	010-5540		2,508.19
5009019077	08/13/2015	E J Harrison & Sons	010-5560		94.70
5009019078	08/13/2015	SOUTHERN CALIF. EDISON	010-5520		48,680.44
5009019079	08/13/2015	PENNY E. HENSCHEL DBA EVER AFTER	010-4300		3,099.60
5009019080	08/13/2015	THE GAS COMPANY	010-5530		1,485.98
5009019081	08/13/2015	HARRIS WATER CONDITIONING	010-5540		48.00
5009019082	08/13/2015	RIO PLAZA WATER COMPANY	010-5540		1,213.25
5009019083	08/13/2015	SC Fuels	010-4300	989.07	
			010-4360	40.70	1,029.77
5009019084	08/13/2015	SolarWinds	010-5800		714.00
5009019085	08/13/2015	U.S. Bank Corporate Payment Systems	010-5800		2,681.35
5009019086	08/13/2015	VCOE	010-4300		230.21
5009019087	08/17/2015	Yvonne Corral	010-5200		46.60
5009019088	08/17/2015	Accelerate learning Inc	010-9510	5,196.32	
			Unpaid Sales Tax	384.92-	4,811.40
5009019089	08/17/2015	PEARSON EDUCATION, INC.	010-4300		7,302.95
5009019090	08/17/2015	Apple Computer Inc.	010-4300		412.32
5009019091	08/17/2015	Aswell Trophy	010-4300		78.84
5009019092	08/17/2015	CDE/CASHIER'S OFFICE	130-9320		759.20
5009019093	08/17/2015	CITY OF OXNARD	010-5540		3,306.42
5009019094	08/17/2015	SOUTHERN CALIF. EDISON	010-5520		2,515.87
5009019095	08/17/2015	THE GAS COMPANY	010-5530		189.83
5009019096	08/17/2015	Jlve Communications	010-5800		98.71
5009019097	08/17/2015	KONICA MINOLTA PREMIER FINANCE	010-5612	2,322.92	

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019097	08/17/2015	KONICA MINOLTA PREMIER FINANCE	130-5612	136.65	2,459.57
5009019098	08/17/2015	MJP COMPUTERS	010-5800		1,968.05
5009019099	08/17/2015	PASSAGEWAY, INC.	010-5800		3,603.80
5009019100	08/17/2015	Scholastic Inc.	010-5800		6,883.20
5009019101	08/17/2015	U-Rent, Inc.	010-9510		408.23
5009019102	08/17/2015	UNITED WATER CONSERVATION DIST.	010-5540		1,451.12
5009019103	08/18/2015	Susan Hamada	010-3710		3,260.00
5009019104	08/20/2015	Josefina Carrillo	010-5202		25.02
5009019105	08/20/2015	Echo Lee	010-5200		319.80
5009019106	08/20/2015	Adeline Mendez	010-5200		44.85
5009019107	08/20/2015	Michelle Duckett	010-4300		145.46
5009019108	08/20/2015	Katherine A. Auerbach	010-5200		750.00
5009019109	08/20/2015	Maria Gracia Ramirez	010-4300		18.35
5009019110	08/20/2015	Melissa Navarrete	010-5201		21.62
5009019111	08/20/2015	Nancy Cervantes	010-5201		16.67
5009019112	08/20/2015	Aswell Trophy	010-9510		855.10
5009019113	08/20/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		55.23
5009019114	08/20/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		168.89
5009019115	08/20/2015	CLASS LEASING, INC.	211-6201		14,720.00
5009019116	08/20/2015	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		20.00
5009019117	08/20/2015	FRONTLINE TECH. GROUP, LLC	010-5800		7,944.00
5009019118	08/20/2015	Driftwood Dairy	130-4710		4,037.01
5009019119	08/20/2015	Fred Pryor Seminars	010-5200		497.00
5009019120	08/20/2015	GIBBS INTERNATIONAL	010-4300	333.53	
			010-5610	1,673.97	2,007.50
5009019121	08/20/2015	Golden State Alarms, Inc.	010-5610		1,220.36
5009019122	08/20/2015	Grainger	010-4300	632.26	
			010-4360	189.44	821.70
5009019123	08/20/2015	J&T Engineering & Construction	251-9510	3,780.39	
			490-6210	.01-	
			490-9510	3,780.39	7,560.77
5009019124	08/20/2015	Kristen Pifko	010-5200		40.83
5009019125	08/20/2015	Marcus Lopez	010-5800		450.00
5009019126	08/20/2015	OFFICE DEPOT	010-4300		6,306.65
5009019127	08/20/2015	Office Depot Card Plan Dept	010-4300		99.70
5009019128	08/20/2015	RESOURCES FOR EDUCATORS	010-4300		338.00
5009019129	08/20/2015	SC Fuels	010-4300	351.09	
			010-4360	147.84	
			130-4300	223.43	722.36
5009019130	08/20/2015	Scholastic Inc.	010-5800		39,939.69
5009019131	08/20/2015	School Outfitters	010-4300	394.04	
			010-4400	568.52	982.56
5009019132	08/20/2015	SYSCO VENTURA	130-4710		21,692.69
5009019133	08/20/2015	THE BERRY MAN, INC.	130-4710		10,280.25
5009019134	08/20/2015	VENTURA REFRIGERATION SALES & SERVICE	130-5600		3,230.68

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5009019135	08/24/2015	Jenise A. Buckenberger	130-4300		404.45
5009019136	08/24/2015	Sandra VonCannon-Legaspi	010-4300	240.19	
			010-5200	50.00	290.19
5009019137	08/24/2015	Pablo Hernandez	010-5200		1,159.80
5009019138	08/24/2015	AMAZON.COM CORPORATE CREDIT	010-4300	6.97	
			010-9510	123.04	130.01
5009019139	08/24/2015	CSBA c/o Westamerica Bank	010-5300		5,170.00
5009019140	08/24/2015	Drulde Informatique Inc.	010-9510		3,408.80
5009019141	08/24/2015	Evita's Mexican Cafe	010-4300		257.68
5009019142	08/24/2015	HOME DEPOT CREDIT SERVICES	010-4300	2,814.23	
			010-4325	396.77	
			010-4335	82.92	
			010-4360	354.75	3,648.67
5009019143	08/24/2015	SCHOOL SPECIALTY	010-9510		66.91
5009019144	08/24/2015	U.S. Bank Corporate Payment Systems	010-5200	229.45	
			010-9510	7,502.12	7,731.57
5009019145	08/24/2015	WORTHINGTON DIRECT, INC.	211-9510	2,563.75	
			Unpaid Sales Tax	145.88-	2,417.87
5009019146	08/25/2015	UNITED WATER CONSERVATION DIST.	010-5540		2,937.16
5009019147	08/26/2015	Stephanie Castro	010-5200		750.00
5009019148	08/25/2015	Ronald Koenig	010-4300		38.18
5009019149	08/25/2015	Architecture for Education Incorporated	211-9510		129,808.17
5009019150	08/25/2015	BC Rincon Construction	211-9510		1,743.87
5009019151	08/25/2015	SASS/MESTMAKER INSURANCE	010-5450		270.00
5009019152	08/25/2015	Damco	010-4400	409.10-	
			010-9510	1,519.39	1,110.29
5009019153	08/25/2015	FEDEX	010-5900		48.83
5009019154	08/25/2015	Godoy Studios	010-5800		2,775.00
5009019155	08/25/2015	Mangahigh/Blue Duck Education The Euston Office	010-4300		2,245.00
5009019156	08/25/2015	Wanda Moberly	010-9516		340.00
5009019157	08/25/2015	Smith Pipe & Supply	010-9510		420.41
5009019158	08/25/2015	VIRCO	211-4300		17,197.70
5009019159	08/27/2015	Carolyn A. Bernal	010-4300	10.76	
			010-5201	53.71	64.47
5009019160	08/27/2015	Rebecca Rocha	010-5200		41.40
5009019161	08/27/2015	Marla J. Nudd	010-5200		40.08
5009019162	08/27/2015	Joanne Davidson	010-5200		64.40
5009019163	08/27/2015	Airgas West	010-4300		1,811.82
5009019164	08/27/2015	AIRPORT AUTO REPAIR	010-5620		512.96
5009019165	08/27/2015	ALL-PHASE ELECTRIC SUPPLY	010-4300		509.61
5009019166	08/27/2015	AMERICAN BUILDING COMFORT	010-5610		314.38
5009019167	08/27/2015	AMERICAN EXPRESS LOAD #091794	010-4200	310.89	
			010-4300	30,856.89	
			010-5600	792.50	31,960.08
5009019168	08/27/2015	ASBWORKS	010-5800		750.00

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5009019169	08/27/2015	Aswell Trophy	010-4300		1,452.87
5009019170	08/27/2015	BARON INDUSTRIES	010-4300		188.33
5009019171	08/27/2015	Baute Crochetiere & Wang, LLP	010-5802		519.43
5009019172	08/27/2015	BC Rincon Construction	211-6201		528.90
5009019173	08/27/2015	CCP Industries	010-4300		400.40
5009019174	08/27/2015	COGGS TIRE SERVICE	010-4300	74.89	
			010-5610	36.07	110.96
5009019175	08/27/2015	City Of Oxnard-City Treasurer	010-5561		374.92
5009019176	08/27/2015	DEPARTMENT OF JUSTICE	010-5804		32.00
		ACCOUNTING OFFICE			
5009019177	08/27/2015	DRAGANCHUK	010-5800		80.00
5009019178	08/27/2015	DIV. OF THE STATE ARCHITECT	251-6200		500.00
5009019179	08/27/2015	Ewing Irrigation Products Inc	010-4360		583.17
5009019180	08/27/2015	FCMAT	010-5200		400.00
5009019181	08/27/2015	Fence Factory	010-5620		306.00
5009019182	08/27/2015	FERGUSON ENTERPRISES, INC.	010-4300		108.14
5009019183	08/27/2015	FGL Environmental	010-5800		81.00
5009019184	08/27/2015	FRANKLIN TRUCK PARTS, INC.	010-4300		1,573.21
5009019185	08/27/2015	Godoy Studios	010-5800		750.00
5009019186	08/27/2015	JOHNSTONE SUPPLY	010-4300		644.48
5009019187	08/27/2015	McCARTY & SON'S TOWING	010-5610		319.00
5009019188	08/27/2015	MONTGOMERY HARDWARE CO.	010-4300		1,361.09
5009019189	08/27/2015	O'Reilly Auto Parts	010-4300	573.51	
			010-4360	313.02	886.53
5009019190	08/27/2015	PARADISE CHEVROLET	010-4300	2,872.90	
			010-5610	953.00	3,825.90
5009019191	08/27/2015	PARKHOUSE TIRE, INC.	010-5610		1,515.73
5009019192	08/27/2015	PEARSON ASSESSMENTS	010-4300		2,368.09
5009019193	08/27/2015	Pioneer Chemical Co	010-4300		393.32
5009019194	08/27/2015	PRAXAIR DISTRIBUTION INC	010-4300		749.10
5009019195	08/27/2015	Regency Lighting	010-4300	3,740.28	
			010-9320	85.34	3,825.62
5009019196	08/27/2015	REPUBLIC ELEVATOR COMPNAY	010-5620		283.42
5009019197	08/27/2015	SC Fuels	010-4300	2,383.50	
			010-4360	39.87	
			130-4300	48.92	2,472.29
5009019198	08/27/2015	Sidepath, Inc	211-6202		45,675.24
5009019199	08/27/2015	Tax Deferred Services	010-9539		3,060.00
		Corporate Office Suite 209			
5009019200	08/27/2015	Taylor Steel & Welding	010-4300		40.33
5009019201	08/27/2015	Traffic Technologies, LLC	010-4300		63.72
5009019202	08/27/2015	Tubbs Bros.	010-5610		640.00
5009019203	08/27/2015	U.S. Bank	010-4300	2,677.75	
		Corporate Payment Systems			
			010-5200	11,381.94	14,059.69
5009019204	08/27/2015	VCOE	010-5804		94.00
5009019205	08/27/2015	Sunbelt Rentals	010-5630		397.70

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE

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Checks Dated 06/11/2015 through 09/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019206	08/27/2015	YAMA LAWMOWER REPAIR	010-4360	515.14	
			010-5810	515.15	1,030.29
5009019207	08/31/2015	Wanda Kelly	010-4300		645.38
5009019208	08/31/2015	Kenneth J. Henschel	130-4300		689.73
5009019209	08/31/2015	Frank Walsh	010-4300		376.25
5009019210	08/31/2015	Mary K. Fleming	010-4300		40.79
5009019211	08/31/2015	Ronald Koenig	010-4300		290.00
5009019212	08/31/2015	AMERICAN EXPRESS	010-4300	4,743.59	
			010-5800	1,941.68	
			130-5800	42.50	6,727.77
5009019213	08/31/2015	BC Rincon Construction	211-6201	5,121.25	
			211-9510	2,197.73	7,318.98
5009019214	08/31/2015	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	44,568.33	
			010-5800	8,333.33	52,901.66
5009019215	08/31/2015	C D W GOVERNMENT, INC.	010-4300	306.17	
			010-4400	1,049.76	1,355.93
5009019216	08/31/2015	COUNTY OF VENTURA GENERAL SERVICES AGENCY	010-5800		2,271.78
5009019217	08/31/2015	M.K. Dailey, Successor Trustee	010-9516		597.08
5009019218	08/31/2015	E J Harrison & Sons	010-5560		3,362.34
5009019219	08/31/2015	Fry's Electronics customer #70893	010-4300		1,576.26
5009019220	08/31/2015	GOPHER SPORTS	010-4300		264.37
5009019221	08/31/2015	HARRIS WATER CONDITIONING	010-5540		48.75
5009019222	08/31/2015	TeacherGaming LLC	010-4300		530.00
5009019223	08/31/2015	MJP COMPUTERS	010-4300	11,978.30	
			010-4400	1,113.41	
			211-4400	408,062.56	421,154.27
5009019224	08/31/2015	NASP C/O SUNTRUST BANK	010-5300		199.00
5009019225	08/31/2015	NYELAND ACRES WATER COMPANY	010-5540		305.57
5009019226	08/31/2015	OFFICE DEPOT	010-4300	3,790.87	
			010-4400	842.80	
			010-9510	54.25	4,687.92
5009019227	08/31/2015	OXNARD ELEM SCHOOL DISTRICT	010-9510		43,316.00
5009019228	08/31/2015	Pacific Equipment	010-4300		966.38
5009019229	08/31/2015	Pioneer Chemical Co	010-4325	1,163.03	
			010-4400	530.35	1,693.38
5009019230	08/31/2015	Pleasant Valley School DistrictAccounts Payable	010-9510		5,483.00
5009019231	08/31/2015	Promevo, LLC	010-5800		14,670.00
5009019232	08/31/2015	San Diego County Office of Education	010-5200		1,130.00
5009019233	08/31/2015	VCOE	010-9510		599,499.00
5009019234	09/01/2015	Employment Dev Dept	010-3501	144.67	
			010-3502	50.62	195.29
5009019235	09/01/2015	APPLIED BACKFLOW TECHNOLOGIES	010-5540		610.25
5009019236	09/01/2015	Aswell Trophy	010-4300		319.68
5009019237	09/01/2015	AUTO CITY GLASS	010-4300		295.97
5009019238	09/01/2015	SOUTHERN CALIF. EDISON	010-5520		454.14

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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Checks Dated 06/11/2015 through 09/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019239	09/01/2015	Fence Factory	010-5610		1,957.00
5009019240	09/01/2015	FGL Environmental	010-5800		81.00
5009019241	09/01/2015	THE GAS COMPANY	010-5530		896.82
5009019242	09/01/2015	GIBBS INTERNATIONAL	010-5610		7,515.45
5009019243	09/01/2015	Golden State Alarms, Inc.	010-5610		1,159.48
5009019244	09/01/2015	Grainger	010-4300	320.90	
			010-4360	82.78	
			130-4300	209.57	613.25
5009019245	09/01/2015	HOME DEPOT CREDIT SERVICES	010-4300	2,320.32	
			010-4360	114.53	
			010-5630	36.78	2,471.81
5009019246	09/01/2015	KAPCO	010-4300	535.52	
			Unpaid Sales Tax	39.67-	495.85
5009019247	09/01/2015	McCARTY & SON'S TOWING	010-5610		330.00
5009019248	09/01/2015	MJP COMPUTERS	010-4300		1,121.04
5009019249	09/01/2015	MONTGOMERY HARDWARE CO.	010-4300		4,659.12
5009019250	09/01/2015	NICKY'S COMMUNICATOR	010-4300	454.58	
			Unpaid Sales Tax	33.68-	420.80
5009019251	09/01/2015	OFFICE DEPOT	010-4300	8,878.32	
			010-9510	139.46	
			130-4300	395.21	9,412.99
5009019252	09/01/2015	Sam's Club Direct	010-9320		334.80
5009019253	09/01/2015	SC Fuels	010-4300	534.36	
			010-4360	231.78	766.14
5009019254	09/01/2015	VIRCO	251-4300		1,002.59
5009019255	09/03/2015	Debra Phillips	010-5200		205.00
5009019256	09/03/2015	Andre' J. Vasquez	010-5200		360.00
5009019257	09/03/2015	Adeline Mendez	010-5200		331.85
5009019258	09/03/2015	Deborah H. Antrim	010-4300		40.88
5009019259	09/03/2015	Sheryl Preclado	010-4300		30.26
5009019260	09/03/2015	Michael A. Vollmert	010-5200		524.40
5009019261	09/03/2015	Joanne Davidson	010-4300		65.00
5009019262	09/03/2015	AMERICAN EXPRESS	010-4300		6,002.38
5009019263	09/03/2015	AT&T	010-5900		63.30
5009019264	09/03/2015	AT&T	010-5900		165.81
5009019265	09/03/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		549.21
5009019266	09/03/2015	CASA PACIFICA	010-5800		1,067.50
5009019267	09/03/2015	CSBA c/o Westamerica Bank	010-5800		3,250.00
5009019268	09/03/2015	SOUTHERN CALIF. EDISON	010-5520		29,703.38
5009019269	09/03/2015	Fry's Electronics customer #70893	010-4300		1,722.09
5009019270	09/03/2015	Hughes General Engineering	211-8275		132,419.88
5009019271	09/03/2015	Jive Communications	010-5800		98.71
5009019272	09/03/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		849.88
5009019273	09/03/2015	Lakeshore	010-4300		3,015.04
5009019274	09/03/2015	Laurel Rice	010-5800		1,001.00
5009019275	09/03/2015	MJP COMPUTERS	211-9510		85,374.00
5009019276	09/03/2015	NICKY'S COMMUNICATOR	010-4300	1,055.70	

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ESCAPE

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Checks Dated 06/11/2015 through 09/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
			Unpaid Sales Tax	78.20-	977.50
5009019277	09/03/2015	OFFICE DEPOT	010-4300		3,859.81
5009019278	09/03/2015	PARADIGM HEALTHCARE SERVICES	010-5800		2,739.70
5009019279	09/03/2015	RIO PLAZA WATER COMPANY	010-5540		2,511.34
5009019280	09/03/2015	SAN JOAQUIN COUNTY OF EDUCATIOCOUNTY SCHOOL SERVICE FUND	010-5800		698.70
5009019281	09/03/2015	SC Fuels	010-4300	228.62	
			010-4360	23.81	252.43
5009019282	09/03/2015	U.S. Bank Systems	Corporate Payment 010-4200	1,246.25	
			010-4300	3,376.26	
			010-5200	2,501.30	
			010-5800	1,109.53	
			010-9510	5,896.04	
			130-4300	568.25	14,697.63
5009019283	09/08/2015	Public Storage	010-5600		680.00
5009019284	09/08/2015	Nancy Ramos	010-5200		700.00
5009019285	09/08/2015	Elena Ramirez	010-5200		25.53
5009019286	09/08/2015	Jacqueline S. Coronado	010-4300		95.43
5009019287	09/08/2015	Maria M. Hernandez	010-4300		71.99
5009019288	09/08/2015	Leann M. Guzik	010-4300		178.80
5009019289	09/08/2015	Nancy Cervantes	010-5201		4.14
5009019290	09/08/2015	Scott R. Barlow	010-5201		59.80
5009019291	09/08/2015	ACSA FOUNDATION FOR ADMINISTRATION	EDUCATIONAL 010-5200		995.00
5009019292	09/08/2015	AMERICAN BUILDING COMFORT	010-5810		2,582.92
5009019293	09/08/2015	AMSTERDAM PRINTING	010-4300	1,240.43	
			Unpaid Sales Tax	113.22-	1,127.21
5009019294	09/08/2015	COUNTY OF VENTURA SERVICES AGENCY	GENERAL 130-5800		3,561.00
5009019295	09/08/2015	DALLAS MIDWEST	010-4300		16,137.80
5009019296	09/08/2015	Driftwood Dairy	130-4710		5,481.76
5009019297	09/08/2015	EduLink	010-5800		6,732.00
5009019298	09/08/2015	GOPHER SPORTS	010-4300	5,165.72	
			010-4400	2,991.44	8,157.16
5009019299	09/08/2015	MJP COMPUTERS	010-4300	6,515.52	
			010-5800	1,925.72	8,441.24
5009019300	09/08/2015	OFFICE DEPOT	010-4300		75.60
5009019301	09/08/2015	PEARSON ASSESSMENTS	010-4300		6,544.28
5009019302	09/08/2015	REALLY GOOD STUFF, INC.	010-4300	194.38	
			Unpaid Sales Tax	14.40-	179.98
5009019303	09/08/2015	School Outfitters	010-4300		207.38
5009019304	09/08/2015	Southwest School & Office Supply	010-4300	1,582.43	
			010-9320	859.02	2,441.45
5009019305	09/08/2015	Sunbelt Flooring, Inc.	010-5800		9,969.00
5009019306	09/08/2015	U.S. Bank Systems	Corporate Payment 010-4300	677.17	
			010-5200	415.80	

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ESCAPE

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Checks Dated 06/11/2015 through 09/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019306	09/08/2015	U.S. Bank Systems	Corporate Payment 010-5800	524.98	1,617.95
5009019307	09/08/2015	VCOE	010-5800	4,527.91	
			010-9510	187,513.72	192,041.63
5009019308	09/08/2015	Waisman Construction, Inc	211-6275		106,495.00
Total Number of Checks				853	8,259,509.65

	Count	Amount
Cancel	4	5,001.66
Reissue	1	1,956.00
Net Issue		8,252,551.99

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	717	4,762,063.26
130	Cafeteria Fund	96	190,530.33
211	Building Fund	52	3,247,295.21
251	CAPITAL FACILITIES - RESIDENTI	13	45,423.77
490	Capital Projects Fund for Blen	3	8,724.07
Total Number of Checks		848	8,254,036.64
Less Unpaid Sales Tax Liability			1,484.65-
Net (Check Amount)			8,252,551.99

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE

9.6



Agenda Item: **9.6. Approval of the Certification of Signatures**

Financial Impact: None

Recommended Motion: Staff recommends approval

Attachments:
CertifSig

**RIO SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES**

I, John D. Puglisi, Ph.D., Secretary to the Board of Education of Rio School District of Ventura County, California hereby certify that the signatures shown below are the verified signatures of the members of the governing Board of the above-mentioned named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notice of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Section indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

The approved signatures will be considered valid for August 1, 2015 thru June 30, 2016

Date of Board Action: September 19, 2015 Signature: _____
Secretary of the Board

PART 1

Signatures of Members of the Board

Signature: _____
Print/Type: **Ramon Rodriguez**
Title: **Board President**

Signature: _____
Print/Type: **Joe Esquivel**
Title: **Board Member**

Signature: _____
Print/Type: **Eleanor Torres**
Title: **Board Member**

Signature: _____
Print/Type: **Edith Martinez-Cortes**
Title: **Board Member**

Signature: _____
Print/Type: **Cassandra Bautista**
Title: **Board Member**

PART 2

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

Signature _____
Print/Type: John D. Puglisi, Ph. D
Title: Superintendent
Authorized to Sign: A-G, 1-5 inclusive

Signature _____
Print/Type:
Title: Assistant Superintendent of Educational Services
Authorized to Sign: A-G, 1-4 inclusive

Signature _____
Print/Type: Kristen Pifko
Title: Assistant Superintendent Business Services
Authorized to Sign: A-G, 1-5 inclusive

Signature _____
Print/Type: Carolyn Bernal
Title: Director of Human Resources
Authorized to Sign: A-G, 1-2 inclusive

Signature _____
Print Type: Mike Vollmert
Title: Director of Technology
Authorized to Sign: G. 2-3 inclusive

Signature _____
Print/Type: Marcia Nudd
Title: Director of Fiscal Services
Authorized to sign: B-G, 2-5 inclusive

Signature _____
Print Type: Rebecca Rocha
Title: Director of Pupil Support Services
Authorized to Sign: G, 2 inclusive

Signature _____
Print Type: Charles Fichtner
Title: Director of Maintenance and Operations
Authorized to Sign: G. 2-3 inclusive

Signature _____

Print Type:

Lacey Piper

Title:

Director of Child Nutrition and Wellness

Authorized to Sign:

G. 2-5 inclusive

9.7

Agenda Item: 9.7. Award CUPCCAA Contract for Marquis at Rio del Mar, Rio Plaza, Rio Real, Rio Vista and Rio Rosales

Speaker: Kristen Pifko, Asst. Supt. of Business Services

Rationale: At the April 15, 2015 board meeting, the board approved Resolution No. 1415/18 Authorizing the Superintendent and Assistant Superintendent of Business Services to complete certain projects at District schools during the summer of 2015. The resolution authorizes the Superintendent and Assistant Superintendent to solicit bids by the informal procedures set forth in the California Uniform Public Construction Cost Accounting Act or by competitive bidding under the Public Contract Code, as applicable; award bids to the lowest, responsive and responsible bidders; execute contracts for the provision of the applicable construction services; and approve any reasonable requests for change orders.

The district requested proposals from the CUPCCAA contractors on the district list for marquis signs. One contractor responded to the request and walked the job site with Balfour Beatty and Assistant Superintendent of Business Services. Quiel Signs submitted the proposal for signs at Rio del Mar, Rio Real, Rio Plaza, Rio Vista and Rio Rosales. All sites who are receiving new signs have reviewed the proposals and provided feedback if necessary.

Financial Impact:

Fiscal Impact: \$162,517.0

Funding Source: Measure G

Recommended Motion:

Staff recommends approval.

Attachments:
Marquis

(LATEST)



272 South I Street, San Bernardino, CA 92410

"50 Years of Client Satisfaction"

909-885-4476 www.quiel-signs.com

**CONDITIONAL SALES AGREEMENT FOR SCHOOLS-Q5
AGREEMENT NUMBER: 15208-TQ**

THIS AGREEMENT, made on August 18, 2015 between QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC., Seller, and Purchaser, Rio School District DBA Rio Del Mar Elementary School
Located at: 2500 Vineyard Ave. Oxnard, Ca 93036 Job location: 3150 Thames River Dr. Oxnard, Ca 93036

PRICE: The price of the display shall be \$ 17,193.84 payable as follows: No Deposit Required. Balance: due upon completion of install or Purchase Order with similar terms and conditions. Price quoted good for 30 days from date of agreement. (Price applies to the terms and conditions of this Agreement only.)

- Applicable sales tax will be added to your invoice. Organizations exempt from tax must include exempt certificate with order.

SPECIFICATIONS: As per Quiel Bros. print #: 15208- single face wall sign. No DSA.

DESCRIPTION: Supply and install one (1) 2'6 5/16" x 8'9 7/8" x 7 7/8" single face RGB LED color display capable of 4 lines of 5.5 inch text, 21 characters per line. Method of communications: Ethernet- Direct Wired or Cat 6, (software included), and unlimited training available. Fabricate and install one (1) 18" x 8'9 7/8" single face, illuminated I.D. cabinet with acrylic face and vinyl overlay. The I.D sign will be on a Photo Cell. Both signs will be assembled and installed on exterior wall. Remove and discard existing marquee. Technicians will install Ethernet from sign to nearest RJ45 port inside building. Electrical requirements are one (1) 110-20amp dedicated circuits provided by others. Quote includes: Prevailing wage. Warranty includes: 5 year parts, 2 year manufacturing by QBS, and 1 year labor.

1. Purchaser agrees that the above prices, specifications and conditions are satisfactory and are hereby accepted, and payment terms will be made as outlined above. Purchaser allows Quiel Bros. Sign Company to use pictures in any of its sales or marketing materials.
2. This quote along with its terms and conditions has been accepted by the school/district. The Contract between General Contractor and the Owner has no application to Seller, or to the Agreement. All of the terms and conditions relevant to the Agreement between the Seller and General Contractor are contained in this Agreement. If Quiel is requested to be a subcontractor on a General Contract, any Retention Agreement will not be accepted and a 10% increase will be added to our quote for additional administrative costs. This Agreement supersedes all terms/conditions of Sub-Contractor Agreement.
3. Indemnification hold harmless, and other terms of similar meaning as may exist in future agreements or purchase orders are understood by all parties to mean that the Seller shall be responsible for damages only to the extent such damages result from the negligence or otherwise wrongful acts of only Seller, it's employees, subcontractors, and agents.
4. Ownership of Display shall remain with Seller until all of the payments are made in full. Neither the loss of, or injury to, or destruction of Display nor institution of suit or procurement of judgment thereon, while in possession of Purchaser or its agents, shall operate as payment or as a transfer of title to Purchaser. All overdue payments shall bear interest at a rate of 1 1/2% per month.
5. Quiel Bros. Sign Company provides a Limited Warranty from defects in material and workmanship for products manufactured by Quiel Bros. Sign Company under normal use and services. Electronic displays, computers, electronic parts and fixtures not manufactured by Quiel Bros Sign Company are covered by the manufacturers factory limited warranty. **Warranty will be activated upon receipt of signed Agreement.**
6. All work to be completed in a workmanlike manner according to standard practices. All site work to be performed during normal business hours, Monday-Friday 8 a.m. - 5 p.m. Any alteration or deviation or special requests from above specifications involving extra costs will be executed only upon written change orders.
7. Any project in the production cycle for more then 30 days will be invoiced on a progressive payment schedule. If the purchaser requests to place a hold on the project for any reason, the customer agrees to pay progressive invoices as per terms on invoice.
8. The purchaser shall be responsible for obtaining any necessary permits from the school district or the State of California. PERMITS, DRAWINGS, DSA APPROVAL & ENGINEERING IF BY SELLER WILL BE EXTRA TIME AND MATERIAL. Only work performed and provided by Quiel will be covered in DSA permits and fees. Q5

Customer's Initials: X _____ Date: _____

CONDITIONAL SALES AGREEMENT FOR SCHOOLS – CONTINUED

9. DSA inspector and testing is not included. This is the responsibility of the school district by their inspectors or testing agency and shall be paid by the district (IR 17-5 1.1 & IR A-24).
- ~~10. The agreement amount does not include additional costs for Prevailing Wage. If required, purchaser authorizes this item to be invoiced as an added/additional charge.~~
11. USER SHALL PROVIDE SERVICE FEED WIRES OF SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE.
12. Any additional labor, training, design development, etc. not specifically stated in this Agreement is not included in the Sales Agreement price and if provided, will be invoiced as an additional charge.
13. **ABNORMAL INSTALL/UNUSUAL DIGGING, FENCING AND SOIL:** Through wall installation is assumed to be normal stucco, wood or soft brick facing. If installer discovers unique circumstances inside wall or if unusual digging conditions (i.e.; ledge, water, underground utilities, excessive rocky or sandy conditions requiring additional equipment or labor, etc.) are encountered in ground installation, this contract is binding. However, an additional cost will be added to the contract price. Any required fencing to be installed by purchaser or general contractor. Any special testing or handling of soil will be an extra.
14. Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections. Purchaser shall have no claim against Quiel Brothers Sign Company, Inc. or anyone with respect thereto. Q5

OWNER: QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC

PURCHASER: Rio School District

Account Rep: _____
 Tammy Quiel

By: **X** _____

By: _____
 Executive Officer

X _____
 Print Name / Title

Date: _____

Date **X** _____

Please initial at the bottom of Page 1

DEL MAR	17,193 ⁰⁴ / ₁₀₀
REAL	40,144 ⁰⁴ / ₁₀₀
PLAZA	37,136 ⁵⁹ / ₁₀₀
VESTA	32,489 ⁰⁹ / ₁₀₀
ROSALBO	35,553 ⁰⁴ / ₁₀₀
	162,517 ⁰⁷ / ₁₀₀

BUSINESS ADMINISTRATION OFFICE: 272 S 4TH STREET, SAN BERNARDINO CA. 92410, PH (909) 885-4476 * FAX (909) 888-2239
 COACHELLA VALLEY (760) 347-8370* HIGH DESERT (760) 955-7446 -- LICENSE NO. 217345

(LATEST)



272 South I Street, San Bernardino, CA 92410

909-387-4876

www.quielbros.com

CONDITIONAL SALES AGREEMENT FOR SCHOOLS – Q5
AGREEMENT NUMBER: 15206-TQ

THIS AGREEMENT, made on August 18, 2015 between QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC., Seller, and Purchaser, Rio School District DBA Rio Rosales Elementary School
 Located at: 2500 Vineyard Ave Oxnard, Ca 93036 Job location: 1001 Kohala St., Oxnard, Ca 93036

PRICE: The price of the display shall be \$ 38,553.04 payable as follows: No Deposit Required, Balance: due upon completion of install or Purchase Order with similar terms and conditions. Price quoted good for 30 days from date of agreement. (Price applies to the terms and conditions of this Agreement only.)

- Applicable sales tax will be added to your invoice. Organizations exempt from tax must include exempt certificate with order.

SPECIFICATIONS: As per Quiel Bros. print #: 15206-double face pole sign with DSA.

DESCRIPTION: Supply and install one (1) 2'6 5/16" x 8'9 7/8" x 7 7/8" double face RGB LED color display with lexan covers. Sign is capable of 4 lines of 5.5 inch text, 21 characters per line. Method of communications: Wireless Ethernet, (software included), and unlimited training available. Fabricate and install one (1) 18" x 8'9 7/8" double face, illuminated I.D. cabinet with acrylic face and vinyl overlay. The I.D sign will be on a Photo Cell. Both signs will be assembled and installed on two (2) square steel poles in concrete and footings with mow strip. Technicians will install wireless Ethernet from sign to nearest RJ45 port inside building. Electrical requirements are one (1) 110-20amp dedicated circuit provided by others. Quote includes: Prevailing wage and DSA with PC# completed by QBS. Warranty includes: 5 year parts, 2 year manufacturing by QBS, and 1 year labor.

1. Purchaser agrees that the above prices, specifications and conditions are satisfactory and are hereby accepted, and payment terms will be made as outlined above. Purchaser allows Quiel Bros. Sign Company to use pictures in any of its sales or marketing materials.
2. This quote along with its terms and conditions has been accepted by the school/district. The Contract between General Contractor and the Owner has no application to Seller, or to the Agreement. All of the terms and conditions relevant to the Agreement between the Seller and General Contractor are contained in this Agreement. If Quiel is requested to be a subcontractor on a General Contract, any Retention Agreement will not be accepted and a 10% increase will be added to our quote for additional administrative costs. This Agreement supersedes all terms/conditions of Sub-Contractor Agreement.
3. Indemnification hold harmless, and other terms of similar meaning as may exist in future agreements or purchase orders are understood by all parties to mean that the Seller shall be responsible for damages only to the extent such damages result from the negligence or otherwise wrongful acts of only Seller, its employees, subcontractors, and agents.
4. Ownership of Display shall remain with Seller until all of the payments are made in full. Neither the loss of, or injury to, or destruction of Display nor institution of suit or procurement of judgment thereon, while in possession of Purchaser or its agents, shall operate as payment or as a transfer of title to Purchaser. All overdue payments shall bear interest at a rate of 1½% per month.
5. Quiel Bros. Sign Company provides a Limited Warranty from defects in material and workmanship for products manufactured by Quiel Bros. Sign Company under normal use and services. Electronic displays, computers, electronic parts and fixtures not manufactured by Quiel Bros Sign Company are covered by the manufacturers factory limited warranty. **Warranty will be activated upon receipt of signed Agreement.**
6. All work to be completed in a workmanlike manner according to standard practices. All site work to be performed during normal business hours, Monday-Friday 8 a.m. - 5 p.m. Any alteration or deviation or special requests from above specifications involving extra costs will be executed only upon written change orders.
7. Any project in the production cycle for more then 30 days will be invoiced on a progressive payment schedule. If the purchaser requests to place a hold on the project for any reason, the customer agrees to pay progressive invoices as per terms on invoice.
8. The purchaser shall be responsible for obtaining any necessary permits from the school district or the State of California. **PERMITS, DRAWINGS, DSA APPROVAL & ENGINEERING IF BY SELLER WILL BE EXTRA TIME AND MATERIAL.** Only work performed and provided by Quiel will be covered in DSA permits and fees. Q5

Customer's Initials: **X** _____ Date: _____

CONDITIONAL SALES AGREEMENT FOR SCHOOLS – CONTINUED

- 9. DSA inspector and testing is not included. This is the responsibility of the school district by their inspectors or testing agency and shall be paid by the district (IR 17-5 1.1 & IR A-24).
- ~~10. The agreement amount does not include additional costs for Prevailing Wage. If required, purchaser authorizes this item to be invoiced as an added additional charge.~~
- 11. USER SHALL PROVIDE SERVICE FEED WIRES OF SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE.
- 12. Any additional labor, training, design development, etc. not specifically stated in this Agreement is not included in the Sales Agreement price and if provided, will be invoiced as an additional charge.
- 13. **ABNORMAL INSTALL/UNUSUAL DIGGING, FENCING AND SOIL:** Through wall installation is assumed to be normal stucco, wood or soft brick facing. If installer discovers unque circumstances inside wall or if unusual digging conditions (i.e.; ledge, water, underground utilities, excessive rocky or sandy conditions requiring additional equipment or labor, etc.) are encountered in ground installation, this contract is binding. However, an additional cost will be added to the contract price. Any required fencing to be installed by purchaser or general contractor. Any special testing or handling of soli will be an extra.
- 14. Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections. Purchaser shall have no claim against Quiel Brothers Sign Company, Inc. or anyone with respect thereto. Q5

OWNER: QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC

PURCHASER: Rio School District

Account Rep: _____
Tammy Quiel

By: **X** _____

By: _____
Executive Officer

X _____
Print Name / Title

Date: _____

Date **X** _____

Please initial at the bottom of Page 1

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**CONDITIONAL SALES AGREEMENT FOR SCHOOLS-Q5
AGREEMENT NUMBER: 15207-TQ**

THIS AGREEMENT, made on August 18, 2015 between QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC.,
Seller, and Purchaser, Rio School District DBA Rio Vista Middle School
Located at: 2500 Vineyard Ave. Oxnard, Ca 93036 Job location: 3050 Thames River Dr. Oxnard, Ca 93036

PRICE: The price of the display shall be \$ 32,489.09 payable as follows: No Deposit Required. Balance: due upon completion of install or Purchase Order with similar terms and conditions. Price quoted good for 30 days from date of agreement. (Price applies to the terms and conditions of this Agreement only.)

- Applicable sales tax will be added to your invoice. Organizations exempt from tax must include exempt certificate with order.

SPECIFICATIONS: As per Quiel Bros. print #: 15207- single face pole sign with DSA.

DESCRIPTION: Supply and install one (1) 2'6 5/16" x 8'9 7/8" x 7 7/8" single face RGB LED color display with lexan covers. Sign is capable of 4 lines of 5.5 inch text, 21 characters per line. Method of communications: Wireless Ethernet, (software included), and unlimited training available. Fabricate and install one (1) 18" x 8'9 7/8" single face, illuminated I.D. cabinet with acrylic face and vinyl overlay. The I.D sign will be on a Photo Cell. Both signs will be assembled and installed on two (2) square steel poles in concrete and footings with mow strip. Technicians will install wireless Ethernet from sign to nearest RJ45 port inside building. Electrical requirements are one (1) 110-20amp dedicated circuit provided by others. Quote includes: Prevailing wage and DSA with PC# provided by QBS. Warranty includes: 5 year parts, 2 year manufacturing by QBS, and 1 year labor.

1. Purchaser agrees that the above prices, specifications and conditions are satisfactory and are hereby accepted, and payment terms will be made as outlined above. Purchaser allows Quiel Bros. Sign Company to use pictures in any of its sales or marketing materials.
2. This quote along with its terms and conditions has been accepted by the school/district. The Contract between General Contractor and the Owner has no application to Seller, or to the Agreement. All of the terms and conditions relevant to the Agreement between the Seller and General Contractor are contained in this Agreement. If Quiel is requested to be a subcontractor on a General Contract, any Retention Agreement will not be accepted and a 10% increase will be added to our quote for additional administrative costs. This Agreement supersedes all terms/conditions of Sub-Contractor Agreement.
3. Indemnification hold harmless, and other terms of similar meaning as may exist in future agreements or purchase orders are understood by all parties to mean that the Seller shall be responsible for damages only to the extent such damages result from the negligence or otherwise wrongful acts of only Seller, its employees, subcontractors, and agents.
4. Ownership of Display shall remain with Seller until all of the payments are made in full. Neither the loss of, or injury to, or destruction of Display nor institution of suit or procurement of judgment thereon, while in possession of Purchaser or its agents, shall operate as payment or as a transfer of title to Purchaser. All overdue payments shall bear interest at a rate of 1½% per month.
5. Quiel Bros. Sign Company provides a Limited Warranty from defects in material and workmanship for products manufactured by Quiel Bros. Sign Company under normal use and services. Electronic displays, computers, electronic parts and fixtures not manufactured by Quiel Bros Sign Company are covered by the manufacturers factory limited warranty. **Warranty will be activated upon receipt of signed Agreement.**
6. All work to be completed in a workmanlike manner according to standard practices. All site work to be performed during normal business hours, Monday-Friday 8 a.m. - 5 p.m. Any alteration or deviation or special requests from above specifications involving extra costs will be executed only upon written change orders.
7. Any project in the production cycle for more than 30 days will be invoiced on a progressive payment schedule. If the purchaser requests to place a hold on the project for any reason, the customer agrees to pay progressive invoices as per terms on invoice.
8. The purchaser shall be responsible for obtaining any necessary permits from the school district or the State of California. **PERMITS, DRAWINGS, DSA APPROVAL & ENGINEERING IF BY SELLER WILL BE EXTRA TIME AND MATERIAL.** Only work performed and provided by Quiel will be covered in DSA permits and fees. Q5

Customer's Initials: **X** _____ Date: _____

CONDITIONAL SALES AGREEMENT FOR SCHOOLS – CONTINUED

9. DSA inspector and testing is not included. This is the responsibility of the school district by their inspectors or testing agency and shall be paid by the district (IR 17-5 1.1 & IR A-24).

~~10. The agreement amount does not include additional costs for Prevailing Wage. If required, purchaser authorizes this item to be invoiced as an added/additional charge.~~

11. USER SHALL PROVIDE SERVICE FEED WIRES OF SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE.

12. Any additional labor, training, design development, etc. not specifically stated in this Agreement is not included in the Sales Agreement price and if provided, will be invoiced as an additional charge.

13. **ABNORMAL INSTALL/UNUSUAL DIGGING, FENCING AND SOIL:** Through wall installation is assumed to be normal stucco, wood or soft brick facing. If installer discovers unique circumstances inside wall or if unusual digging conditions (i.e.; ledge, water, underground utilities, excessive rocky or sandy conditions requiring additional equipment or labor, etc.) are encountered in ground installation, this contract is binding. However, an additional cost will be added to the contract price. Any required fencing to be installed by purchaser or general contractor. Any special testing or handling of soil will be an extra.

14. Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections. Purchaser shall have no claim against Quiel Brothers Sign Company, Inc. or anyone with respect thereto. Q5

OWNER: QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC

PURCHASER: Rio School District

Account Rep: _____
Tammy Quiel

By: **X** _____

By: _____
Executive Officer

X _____
Print Name / Title

Date: _____

Date **X** _____

Please initial at the bottom of Page 1

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(LATEST)



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**CONDITIONAL SALES AGREEMENT FOR SCHOOLS – Q5
AGREEMENT NUMBER: 15116-TQ**

THIS AGREEMENT, made on August 18, 2015 between QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC., Seller, and Purchaser, Rio School District DBA Rio Plaza Elementary School
Located at: 2500 Vineyard Ave Oxnard, Ca 93036 Job location: 600 Simon Way, Oxnard, Ca 93036

PRICE: The price of the display shall be \$ 37,138.59 payable as follows: No Deposit Required. Balance: due upon completion of install or Purchase Order with similar terms and conditions. Price quoted good for 30 days from date of agreement. (Price applies to the terms and conditions of this Agreement only.)

- Applicable sales tax will be added to your invoice. Organizations exempt from tax must include exempt certificate with order.

SPECIFICATIONS: As per Quiel Bros. print #: 15116- double face pole sign/PC# provided by Quiel Signs to Architect of Education

DESCRIPTION: Supply and install one (1) 2'6 5/16" x 8'9 7/8" x 7 7/8" double face RGB LED color display with lexan covers. Sign is capable of 4 lines of 5.5 inch text, 21 characters per line. Method of communications: Wireless Ethernet, (software included), and unlimited training available. Fabricate and install one (1) 18" x 8'9 7/8" double face, illuminated I.D. cabinet with acrylic faces and vinyl overlay. The I.D sign will be on a Photo Cell. Both signs will be assembled and installed on two (2) square steel poles in concrete and footings with mow strip. Technicians will install wireless Ethernet from sign to nearest RJ45 port inside building. Electrical requirements are two (2) 110-20amp dedicated circuits provided by others. Quote includes: Prevailing wage and DSA with PC# completed by architect. Warranty includes: 5 year parts, 2 year manufacturing by QBS, and 1 year labor.

1. Purchaser agrees that the above prices, specifications and conditions are satisfactory and are hereby accepted, and payment terms will be made as outlined above. Purchaser allows Quiel Bros. Sign Company to use pictures in any of its sales or marketing materials.
2. This quote along with its terms and conditions has been accepted by the school/district. The Contract between General Contractor and the Owner has no application to Seller, or to the Agreement. All of the terms and conditions relevant to the Agreement between the Seller and General Contractor are contained in this Agreement. If Quiel is requested to be a subcontractor on a General Contract, any Retention Agreement will not be accepted and a 10% increase will be added to our quote for additional administrative costs. This Agreement supersedes all terms/conditions of Sub-Contractor Agreement.
3. Indemnification hold harmless, and other terms of similar meaning as may exist in future agreements or purchase orders are understood by all parties to mean that the Seller shall be responsible for damages only to the extent such damages result from the negligence or otherwise wrongful acts of only Seller, its employees, subcontractors, and agents.
4. Ownership of Display shall remain with Seller until all of the payments are made in full. Neither the loss of, or injury to, or destruction of Display nor institution of suit or procurement of judgment thereon, while in possession of Purchaser or its agents, shall operate as payment or as a transfer of title to Purchaser. All overdue payments shall bear interest at a rate of 1 1/2% per month.
5. Quiel Bros. Sign Company provides a Limited Warranty from defects in material and workmanship for products manufactured by Quiel Bros. Sign Company under normal use and services. Electronic displays, computers, electronic parts and fixtures not manufactured by Quiel Bros Sign Company are covered by the manufacturers factory limited warranty. **Warranty will be activated upon receipt of signed Agreement.**
6. All work to be completed in a workmanlike manner according to standard practices. All site work to be performed during normal business hours, Monday-Friday 8 a.m. - 5 p.m. Any alteration or deviation or special requests from above specifications involving extra costs will be executed only upon written change orders.
7. Any project in the production cycle for more than 30 days will be invoiced on a progressive payment schedule. If the purchaser requests to place a hold on the project for any reason, the customer agrees to pay progressive invoices as per terms on invoice.
8. The purchaser shall be responsible for obtaining any necessary permits from the school district or the State of California. **PERMITS, DRAWINGS, DSA APPROVAL & ENGINEERING IF BY SELLER WILL BE EXTRA TIME AND MATERIAL.** Only work performed and provided by Quiel will be covered in DSA permits and fees. Q5

Customer's Initials: **X** _____ Date: _____

CONDITIONAL SALES AGREEMENT FOR SCHOOLS – CONTINUED

- 9. DSA inspector and testing is not included. This is the responsibility of the school district by their inspectors or testing agency and shall be paid by the district (IR 17-5 1.1 & IR A-24).
- ~~10. The agreement amount does not include additional costs for Prevailing Wage. If required, purchaser authorizes this item to be invoiced as an added/additional charge.~~
- 11. USER SHALL PROVIDE SERVICE FEED WIRES OF SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE.
- 12. Any additional labor, training, design development, etc. not specifically stated in this Agreement is not included in the Sales Agreement price and if provided, will be invoiced as an additional charge.
- 13. **ABNORMAL INSTALL/UNUSUAL DIGGING, FENCING AND SOIL:** Through wall installation is assumed to be normal stucco, wood or soft brick facing. If installer discovers unique circumstances inside wall or if unusual digging conditions (i.e.; ledge, water, underground utilities, excessive rocky or sandy conditions requiring additional equipment or labor, etc.) are encountered in ground installation, this contract is binding. However, an additional cost will be added to the contract price. Any required fencing to be installed by purchaser or general contractor. Any special testing or handling of soil will be an extra.
- 14. Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections. Purchaser shall have no claim against Quiel Brothers Sign Company, Inc. or anyone with respect thereto. Q5

OWNER: QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC

PURCHASER: Rio School District

Account Rep: _____
Tammy Quiel

By: **X** _____

By: _____
Executive Officer

X _____
Print Name / Title

Date: _____

Date **X** _____

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**CONDITIONAL SALES AGREEMENT FOR SCHOOLS – Q5
AGREEMENT NUMBER: 15115-TQ**

THIS AGREEMENT, made on August 18, 2015 between QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC., Seller, and Purchaser, Rio School District DBA Rio Real Elementary School Located at: 2500 Vineyard Ave Oxnard, Ca 93036 Job location: 140 Kennv St. Oxnard, Ca 93036

PRICE: The price of the display shall be \$ 40,144.06 payable as follows: No Deposit Required. Balance: due upon completion of Install or Purchase Order with similar terms and conditions. Price quoted good for 30 days from date of agreement. (Price applies to the terms and conditions of this Agreement only.)

- Applicable sales tax will be added to your invoice. Organizations exempt from tax must include exempt certificate with order.

SPECIFICATIONS: As per Quiel Bros. print #: 15115- double face pole sign/DSA with PC# by Quiel Signs

DESCRIPTION: Supply and install one (1) 2'6 5/16" x 8'9 7/8" x 7 7/8" double face RGB LED color display with lexan covers. Sign is capable of 4 lines of 5.5 inch text, 21 characters per line. Method of communications: Wireless Ethernet, (software included), and unlimited training available. Fabricate and install one (1) 18" x 8'9 7/8" double face, illuminated I.D. cabinet with acrylic faces and vinyl overlay. The I.D sign will be on a Photo Cell. Both signs will be assembled and installed on two (2) square steel poles in concrete and footings with mow strip. Install (4) bumper poles to protect sign. Technicians will install wireless Ethernet from sign to nearest RJ45 port inside building. Electrical requirements are two (2) 110-20amp dedicated circuits provided by others. Quote includes: Prevalling wage and DSA with PC# provided by QBS. Warranty includes: 5 year parts, 2 year manufacturing by QBS, and 1 year labor.

1. Purchaser agrees that the above prices, specifications and conditions are satisfactory and are hereby accepted, and payment terms will be made as outlined above. Purchaser allows Quiel Bros. Sign Company to use pictures in any of its sales or marketing materials.
2. This quote along with its terms and conditions has been accepted by the school/district. The Contract between General Contractor and the Owner has no application to Seller, or to the Agreement. All of the terms and conditions relevant to the Agreement between the Seller and General Contractor are contained in this Agreement. If Quiel is requested to be a subcontractor on a General Contract, any Retention Agreement will not be accepted and a 10% increase will be added to our quote for additional administrative costs. This Agreement supersedes all terms/conditions of Sub-Contractor Agreement.
3. Indemnification hold harmless, and other terms of similar meaning as may exist in future agreements or purchase orders are understood by all parties to mean that the Seller shall be responsible for damages only to the extent such damages result from the negligence or otherwise wrongful acts of only Seller, it's employees, subcontractors, and agents.
4. Ownership of Display shall remain with Seller until all of the payments are made in full. Neither the loss of, or injury to, or destruction of Display nor institution of suit or procurement of judgment thereon, while in possession of Purchaser or its agents, shall operate as payment or as a transfer of title to Purchaser. All overdue payments shall bear interest at a rate of 1½% per month.
5. Quiel Bros. Sign Company provides a Limited Warranty from defects in material and workmanship for products manufactured by Quiel Bros. Sign Company under normal use and services. Electronic displays, computers, electronic parts and fixtures not manufactured by Quiel Bros Sign Company are covered by the manufacturers factory limited warranty. *Warranty will be activated upon receipt of signed Agreement.*
6. All work to be completed in a workmanlike manner according to standard practices. All site work to be performed during normal business hours, Monday-Friday 8 a.m. - 5 p.m. Any alteration or deviation or special requests from above specifications involving extra costs will be executed only upon written change orders.
7. Any project in the production cycle for more then 30 days will be invoiced on a progressive payment schedule. If the purchaser requests to place a hold on the project for any reason, the customer agrees to pay progressive invoices as per terms on invoice.
8. The purchaser shall be responsible for obtaining any necessary permits from the school district or the State of California. PERMITS, DRAWINGS, DSA APPROVAL & ENGINEERING IF BY SELLER WILL BE EXTRA TIME AND MATERIAL. Only work performed and provided by Quiel will be covered in DSA permits and fees. Q5

Customer's Initials: X Date: _____

CONDITIONAL SALES AGREEMENT FOR SCHOOLS – CONTINUED

- 9. DSA inspector and testing is not included. This is the responsibility of the school district by their inspectors or testing agency and shall be paid by the district (IR 17-5 1.1 & IR A-24).
- ~~10. The agreement amount does not include additional costs for Prevailing Wage. If required, purchaser authorizes this item to be invoiced as an added/additional charge.~~
- 11. USER SHALL PROVIDE SERVICE FEED WIRES OF SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE.
- 12. Any additional labor, training, design development, etc. not specifically stated in this Agreement is not included in the Sales Agreement price and if provided, will be invoiced as an additional charge.
- 13. **ABNORMAL INSTALL/UNUSUAL DIGGING, FENCING AND SOIL:** Through wall installation is assumed to be normal stucco, wood or soft brick facing. If installer discovers unique circumstances inside wall or if unusual digging conditions (i.e.; ledge, water, underground utilities, excessive rocky or sandy conditions requiring additional equipment or labor, etc.) are encountered in ground installation, this contract is binding. However, an additional cost will be added to the contract price. Any required fencing to be installed by purchaser or general contractor. Any special testing or handling of soil will be an extra.
- 14. Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections. Purchaser shall have no claim against Quiel Brothers Sign Company, Inc. or anyone with respect thereto. Q5

OWNER: QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC

PURCHASER: Rio School District

Account Rep: _____
Tammy Quiel

By: X _____

By: _____
Executive Officer

X _____
Print Name / Title

Date: _____

Date X _____

Please Initial at the bottom of Page 1

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9.8

Agenda Item: 9.8. Approval of Proposal to Asphalt the Walkway at Rio Real

Rationale: As part of the summer bond projects, a CUPCAA bond project was awarded for paving at Rio Real. After the project was completed, it was determined by the architect and construction management company that some additional paved walkways were required.

Therefore, a proposal was requested from BC Rincon Construction to install the required walkways.

Financial Impact: Fiscal Impact: \$8,760.00

Funding Source: Measure G

Recommended Motion: Staff recommends approval of the proposal from BC Rincon to install a asphalt walkway at Rio Real.

Attachments:
BCRincon

Proposal

BC RINCON CONSTRUCTION, INC
 Mailing Address: 67 E. La Loma Ave. Somis, Ca 93086
 Ph# (805) 524-3480 Fax# (805) 524-3484 Email: BCRincon@msn.com
 Physical Address: 2896 W. Telegraph Rd., Fillmore, Ca 93015

LICENSE# 775327 / SBE # 1147320 / DIR# 1000006699

Jesus Miguereza

PROPOSAL SUBMITTED TO Rio School District	PHONE	FAX	DATE 9/1/2015
STREET 2131 Snow Ave	CELL PHONE 805-264-4133	JOB NAME Rio Real E.S. Asphalt Walkway to Portables	
CITY, STATE, ZIP CODE Oxnard, CA. 93036	EMAIL jmiguereza@bcrcn.com	JOB LOCATION 1140 Kenny St.	
PROPOSAL SENT BY: Dan Bohning	CITY, STATE, ZIP CODE Oxnard, CA. 93036		

We Propose hereby to furnish material and labor, complete in accordance with specifications below, for the sum of :
Grand Total Dollars \$8,760.00

Payment to be made as follows:
Total amount of the contract to be paid upon completion of the work contracted here in.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed upon verbal or written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

PREVAILING WAGE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	1) Move In - Remove Grass and 3" of Existing Soil, Grade and Compact for 3" of Asphalt on Native 1051 Sq Ft Install 306' of 2"x4" Redwood Header Skin Patch 15'x10' Low Area on Playground	1	LS	\$8,760.00	\$8,760.00

*****THIS PROPOSAL IS BASED ON QUOTES VALID***
THROUGH SEPTEMBER 2015.**

*****ASPHALT AND P.M.B PRICES QUOTED ARE SUBJECT TO AVAILABILITY.***
BC RINCON WILL NOT BE LIABLE FOR UNAVAILABLE MATERIAL OR EXPIRED QUOTES.**

CONDITIONS:

ONLY ITEMS OF WORK LISTED ABOVE ARE INCLUDED IN THIS PROPOSAL. ALL REQUIRED ENGINEERING, STAKING, WATER, WATER METERS, TESTING, SHOP DRAWINGS, INSPECTIONS, PERMITS, BOND, FEES, TRAFFIC CONTROL, SAWCUTTING AND REMOVALS ARE EXCLUDED UNLESS LISTED ABOVE. SUBGRADE TO BE + OR - ONE TENTH. \$300.00 WILL BE ADDED FOR EACH WAIVER OF SUBROGATION . UNLESS OTHERWISE NOTED OR AGREED TO IN WRITING BY BC RINCON CONSTRUCTION INC., THE TOTAL BID MUST BE ACCEPTED. IF YOU ONLY WANT TO USE A PORTION OF THE WORK, PLEASE CONTACT THE ESTIMATOR.

THIS PROPOSAL SHALL BECOME A PART OF ANY CONTRACT ENTERED INTO. THANK YOU!

Acceptance of Proposal: The above prices, Specification and conditions are satisfactory and are hereby accepted.
 You are authorized to do the work specified.
 Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

Agenda Item: **9.9. Approval of Change Order No. 1 for Project 15-0040G Site Work and Utility Installation for Portable Classrooms at Rio Plaza and Rio Real Elementary Schools and Resolution 1516/05 Notice of Completion for the Installation of the Portables at Rio Plaza and Rio Real School.**

Rationale: As part of the 2015 site work and utility installations for portable classrooms at Rio Plaza and Rio Real elementary schools, a contract in the amount of \$794,909 was awarded to Hughes General Engineering based on the work scope provided in the bid documents.

Scope changes made to the work are detailed in the attached letter from Balfour Beatty. The net result of these changes is a \$52,514.90 credit back to the district.

These changes have been agreed to by the architect and contractor.

Financial Impact: Fiscal Impact: \$52,514.90 contract price reduction

Funding Source: Measure G

Recommended Motion: Staff recommends approval of Change Order No 1 for Hughes General Engineering and Resolution 1516/05 Notice of Completion for the Installation of Portables at Rio Plaza and Rio Real Schools.

Attachments:
Hughes
Plaza and Real Portables

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, Ca 93036

CHANGE ORDER 15-0040G
9-8-15

PROJECT NO: 15-0040G

CHANGE ORDER NO: 1

PROJECT NAME: Site Work & Utility Installations for Portable Classrooms at Rio Plaza and Rio Real Elementary Schools

CONTRACTOR: HUGHES GENERAL ENGINEERING

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$	794,909.00
Previous Approved Change Orders		
This Change Order	\$	(52,514.90)
Adjusted Contract Amount	\$	742,394.10

TIME:

Original Contract Completion Date	August 15, 2015
Previous Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	August 15, 2015

IT IS AGREED BY THE CONTRACTOR THAT THE ADJUSTED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 2.1 THRU 2.35 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 2.1 THRU 2.35 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

CONTRACTOR: Hughes General Engineering, Inc

By _____

By _____

Date _____

Date _____

District Architect; Architecture for Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 9/8/15

Change Order to Contract
Rio Bid 15-0040G

Balfour Beatty Construction

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, CA 93036

September 8, 2015

Attn; Kristen Pifko, Assistant Superintendent Business Services

Subject: Measure "G" Bond Project (Portable Installation at Rio Real & Rio Plaza)
Rio School District
Oxnard, CA

Re: Project 15-0040G Site Work & Utility Installations for Portable Classrooms at Rio Plaza and Rio Real Elementary Schools.
Recommendation to Approve Change Order #15-0040G-1 to Hughes General Engineering, Inc.

Dear Ms. Pifko,

Please accept this letter as recommendation to request Board approval for Change Order # 15-0040G -1 to Hughes General Engineering, Inc. for added scope items at the above Project. Additional work to the Project is as follows;

Item 1.1 Credit for re-using the existing electrical ductbank at Rio Plaza

Reason; The existing electrical ductbank at Rio Plaza was found to be in good shape and would work to accept all new wiring required for added portables

Item 1.2 Deepen or lower the new electrical ductbank at Rio Real to avoid conflict with other buried utilities in the path

Reason; After excavation for the new electrical ductbank at Rio Real it was discovered that existing utilities were in conflict with the new electrical ductbank installation thus requiring the new electrical ductbank to be lowered or deepened to avoid this conflict of utilities.

Item 1.3 Credit to Delete a portion of the walkway at Rio Real

Reason; District Request to delete sidewalk due to upcoming program changes

Item 1.4 Increase Quantity of Epoxy Floor Installation at Rio Plaza Bathrooms

Reason; District added additional epoxy coating work in Bathrooms

Item 1.5 Change in type/manufacturer for plumbing fixtures

Reason; Request by District to get District standard plumbing fixtures

Item 1.6 Credit to Delete Fencing called out in contract

Reason; District request to delete fencing scope of work due to District possibly going with a different fencing style or product

Item 1.7 Additional Fencing Installations at Rio Plaza & Rio Real

Reason; District request to install additional fencing at Portables

Item 1.8 Additional Plumbing Repairs due to non-code compliant plumbing venting & damaged pipe found in wall after head test of vent system occurred at Rio Plaza

Reason; The existing plumbing vent line that supports the wall hung urinals in the boys bathroom was too low and not to code to tie in the new drinking fountain. (Unforeseen Condition) The vent line had to be raised to tie in the new drinking fountain. After installation and testing it was discovered that the vent line portion not changed going thru the roof had a crack in the pipe and had to be replaced.

Item 1.9 Credit for Deletion of TV's and TV wall mount bracket

Reason; District Requested a Credit to Delete the TV's and the TV Wall Mount brackets due to a possible Product change. The District will procure the proper product at a later date upon a final decision.

Item 1.10 Additional Fire Alarm Conduit & Wiring from F/A Panel to Admin Office at Rio Plaza & Rio Real.

Reason; The existing fire alarm wiring/conduit going from the F/A panel in the telecom room to the Admin Front office panel was found to not be in a conduit and the wiring was found to be thrown in to place. No conduit pathway existed as required by code. Work was to install the missing conduit from the F/A Panel to the Admin Front Office at both Rio Plaza and Rio Real.

Item 1.11 Credit to Re-Use of existing Bathroom Partitions at Rio Plaza

Reason; District requested to re-use the existing bathroom partitions after It was found that they were in an acceptable condition to not require replacement thus saving funds

Project Cost Update:

Hughes General Engineering, Inc Base Agreement	\$ 794909.00
Current Change Order # 15-0040G-1	\$ (52,515.00)
Total Construction Cost to Date	\$ 742,394.00

Should you have any questions, please contact me at any time.

Respectfully,


Keith Henderson
Senior Project Manager, Balfour Beatty Construction

cc. Kristen Pifko (Rio School District)
Dennis Kuykendall, Balfour Beatty
Sophia Limon, Balfour Beatty
File

Rio School District

Change Order #15-0040G-1

Bid No 15-0040G

9/8/2015

Portable Installation at Rio Real & Rio Plaza

Hughes General Engineering Inc.

Original Contract

\$ 794,909.00

Item No.	GC No.	Description	Reason	Cost
1.1	COR#1	Re-Use of Existing Electrical Ductbank (Credit)	Existing Ductbank Found to be Acceptable	\$ (10,180)
1.2	COR#2	Deepen Electrical Trench to avoid conflicting utilities	Meet Electrical Code Requirements	\$ 1,982
1.3	COR#3	Deletion of 340sf of sidewalk per ASI#3 (Credit)	Scope of Work Change	\$ (3,675)
1.4	COR#4	Increase area of Epoxy Floor Installation	Expanded Scope Of Work for Epoxy Install	\$ 6,819
1.5	COR#5	Change of Plumbing Fixture Types	District Requested Change	\$ 882
1.6	COR#6	Delete Fencing from Contract (Credit)	District Requested Change	\$ (48,611)
1.7	COR#6R1	Additional Fencing Installation at Rio Real & Rio Plaza	District Requested Change	\$ 1,925
1.8	COR#7	Additional Plumbing Repairs due to Non-Code Compliance/Damaged Vent Pipe	Existing Plumbing not Installed to Code	\$ 12,624
1.9	COR#8	Credit to Delete TV & TV Mounting Brackets (Credit)	District purchasing these items	\$ (17,500)
1.10	COR#9	Additional Fire Alarm Conduit & Wiring Required	Existing Fire Alarm Conduit & Wiring is non-Compatible from F/A Panel to Admin Office Panel	\$ 7,109
1.11	COR#10	Re-Use of Existing Bathroom Partitions (Credit)	District Request to Re-Install due to Partitions being in good shape not requiring replacement	\$ (2,670)

Total Change Order # 1	\$ (52,515)
Previous CO	\$ -
Original Contract	\$ 794,909
Revised Contract	\$ 742,394

RIO SCHOOL DISTRICT

RESOLUTION NO. 1516-05

**APPROVING THE NOTICE OF COMPLETION FOR THE
INSTALLATION OF PORTABLES AT RIO PLAZA ELEMENTARY SCHOOL AND
RIO REAL ELEMENTARY SCHOOL**

WHEREAS, pursuant to Resolution No. 1415/17, adopted April 15, 2015, the Rio School District (“District”) board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the installation of portables at Rio Plaza Elementary School and Rio Real Elementary School to Hughes General Engineering, Project No. 15-0040G (the “2015 Portables Project”); and

WHEREAS, the Superintendent , Assistant Superintendent of Business Services, and staff members of the District’s construction management company prepared the Bid Documents and solicited responsive and responsible bids in accordance with Public Contract Code Sections 20111, *et seq.*; and

WHEREAS, the responses to the Bid Documents were due June 10, 2015; and

WHEREAS, at a regularly scheduled meeting of the District’s Board of Trustees (“Board”) on June 24, 2015, the District awarded the bid to Hughes General Engineering, Inc. (“Contractor”), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on the 2015 Portables Project; and

WHEREAS, on September 8, 2015, the project construction manager for the 2015 Portables Project confirmed that the work for the 2015 Portables Project has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for the 2015 Portables Project.

3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ___, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mr. Ramon Rodriguez,
President of the Board of Trustees

9.10

Agenda Item: 9.10. Approval of Additional Funding for the Contract with Myers, Widders, Gibson, Jones and Feingold, LLP

Rationale: In January 2014, the district entered into a legal service agreement for legal counsel matters.

As the district is commonly using this firm for bond and surplus property work the district would like to approve funding for this agreement for the 2015/2016 year.

Financial Impact:

Fiscal Impact: \$50,000.00

Funding Source: General Fund, Mitigation Fees and Bond Funds as applicable to work performed.

Recommended Motion:

Staff recommends approval of additional funding.

Attachments:

9.11

Agenda Item: 9.11. Approval of Resolution 1516/03 Approving the Notice of Completion for the Paving for Installation of Portables at Rio Lindo Elementary School and Rio Real Elementary School.

Rationale: On June 3, 2015 the District contracted with BC Rincon Construction Inc., to provide paving related to the 2015 Portable Project, for portables at Rio Lindo Elementary School and Rio Real Elementary School.

Balfour Beatty, construction manager is recommending that the board approve the issuance of the Notice of Completion for work related to Rio School District Portable Classroom Site Paving Project (2015) which occurred at Rio Real Elementary School and Rio Lindo Elementary School. All contract requirements have been satisfied by BC Rincon Construction Inc.

Financial Impact: None

Recommended Motion: Staff recommends approval.

Attachments:
RES151606Real
Res151603Rev

RIO SCHOOL DISTRICT

**RESOLUTION NO. 1516/03
APPROVING THE NOTICE OF COMPLETION FOR THE
PAVING AT RIO REAL ELEMENTARY SCHOOL**

WHEREAS, pursuant to Resolution No. 1415/17, adopted June 3, 2015, the Rio School District (“District”) board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the installation of portables at Rio Real Elementary School, Project No. 15-0040G (the “2015 Portables Project”); and

WHEREAS, the Superintendent , Assistant Superintendent of Business Services, and staff members of the District’s construction management company requested proposals from the CUPCCAA contractors on the district list for paving; and

WHEREAS, two contractors responded to the request and both walked the job site with Balfour Beatty. BC Rincon submitted the low proposal for Rio Real, portable project number 15-0041G.

WHEREAS, at a regularly scheduled meeting of the District’s Board of Trustees (“Board”) on June 3, 2015, the District awarded the bid to BC Rincon Construction (“Contractor”), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on the 2015 Portables Project; and

WHEREAS, on September 8, 2015, the project construction manager for the 2015 Portables Project confirmed that the work for the 2015 Portables Project has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for the 2015 Portables Project.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ____, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mr. Ramon Rodriguez,
President of the Board of Trustees

9.12

Agenda Item: 9.12. Purchase of Additional Student Netbooks

Rationale: To maintain our ability to provide a mobile device to every student, and to accommodate additional classrooms at several school sites, we need to purchase an additional 300 student netbooks. We've added approximately 5 classrooms across the district this year, which was not foreseen when we made our netbook purchase last spring.

Financial Impact: Financial Impact: \$93,240.00

Funding Source: General Fund

Attachments:
Netbooks



MJP Computers
6085 King Dr., #102
Ventura, CA 93003

MJP Estimate

Date:	9/10/2015
Estimate #	107779

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To		
Rio School District 2500 Vineyard Avenue Oxnard, CA 93036 ATTN. ACCOUNTS PAYABLE **EMAIL ONLY!! ***	Rio School District TECHNOLOGY DEPT. 2500 Vineyard Ave. Oxnard, CA 93036		
	P.O. #		
	Contact: Mike Vollmert		

Description	Qty	Cost	Total
Acer Travelmate B113-E 2810 SHAPE THE FUTURE Intel Celeron Processor 1017U (2MB cache, 1.60GHz) Storage: 320GB SATA hard drive, 5400RPM; 4GB RAM; 2-in-1 card reader LED TFT LCD: 11.6" (1366 x 768) Graphics: Integrated Intel HD Graphics Communications: Intel Centrino Advanced-N 6235 802.11a/b/g/n WLAN, Bluetooth, gigabit LAN, webcam. Choice of Windows 8.1 Pro (64-bit) or Windows 7 Professional (64-bit)	300	285.00	85,500.00
California Electronic Waste Recycling Fee (Effective as of Jan. 1, 2013): -\$3 - 4" to 14.9" display -\$4 - 15" to 34.9" display -\$5 - 35" display and above	300	3.00	900.00
*CMAS Contract #: 3-11-70-1811W---Supplemet 1 Shipping/Handling/ Lift Gate Service Included		0.00	0.00

Subtotal: \$86,400.00	Sales Tax: (8.0%) \$6,840.00	Total \$93,240.00
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Quote Valid Until: 09/30/2015

Date: _____

Print Name: _____

Customer Signature: _____

9.13

Agenda Item: 9.13. Second Round of Interactive TV Purchases

Rationale: During the summer, the District purchased approximately 70 Interactive TVs for installation into classrooms. The feedback on the use of the TVs with students has been phenomenal - these devices are proving to be a great solution not only as a display but as an interactive tool for teachers and students. As other teachers have become aware of the utility and power of these devices in the classroom, additional requests for the devices have been made. Staff is requesting approval to purchase an additional 30 interactive TVs for installation in classrooms where teachers have expressed an interest in the devices and a commitment to using them with their students.

Financial Impact: Fiscal Impact: \$156,123.60

Recommended Motion: Funding Source: Measure G
Staff recommends approval

Attachments:
Interactive TV



MJP Computers
6085 King Dr., #102
Ventura, CA 93003

MJP Estimate

Date: 8/28/2015

Estimate # 107601

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Rio School District 2500 Vineyard Avenue Oxnard, CA 93036 ATTN. ACCOUNTS PAYABLE **EMAIL ONLY!! **	Rio School District TECHNOLOGY DEPT. 2500 Vineyard Ave. Oxnard, CA 93036
	P.O. #
	Contact: Vollmert, M

Description	Qty	Cost	Total
70" (69.5" viewable) 10-Point Touch Interactive Commercial Display --CDE7060T	30	4,095.00	122,850.00T
California Electronic Waste Recycling Fee (Effective as of Jan. 1, 2013):	30	5.00	150.00
- \$3 - 4" to 14.9" display			
- \$4 - 15" to 34.9" display			
- \$5 - 35" display and above			
NMP-707	30	719.00	21,570.00T
Slot-in PC Network Media Player			
Features			
Compatible with 70" CDE7051-TL			
CMAS Contract- 3-15-70-1811AB-----Valid till March 31, 2019			0.00

Subtotal:	\$144,570.00	Sales Tax: (8.0%)	\$11,553.60	Total	\$156,123.60
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Quote Valid Until: 09/30/2015

Date: _____

Print Name: _____

Customer Signature: _____

9.14

Agenda Item: 9.14. Purchase of Student Headsets

Rationale: The district is widening its utilization of LP, Inc.. Rio School District developed Reading Fluency assessment software. The assessment requires students to record their reading using headset/mic devices. This additional allocation supports our districtwide usage of the reading assessments.

Financial Impact:

Fiscal Impact: \$55,135.08

Funding Source: General Fund

Attachments:
Headsets



MJP Computers
6085 King Dr., #102
Ventura, CA 93003

MJP Estimate

Date:	09/01/2015
Estimate #	107626

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address Rio School District 2500 Vineyard Avenue Oxnard, CA 93036 ATTN. ACCOUNTS PAYABLE **EMAIL ONLY!! **	Ship To Rio School District TECHNOLOGY DEPT. 2500 Vineyard Ave. Oxnard, CA 93036
P.O. #	
Contact: Mike Vollmert	

Description	Qty	Cost	Total
Plantronics, Inc AUDIO 655 DSP PC HEADSET US - DF4775	2,100	24.31	51,051.00T

Subtotal: \$51,051.00	Sales Tax: (8.0%) \$4,084.08	Total \$55,135.08
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Quote Valld Until: 10/01/2015

Print Name: _____ Date: _____
 Customer Signature: _____

9.15

Agenda Item: 9.15. Adoption of GANN Limit

Rationale: Pursuant to the California Constitution, Article XIII-B a public agency must establish a maximum appropriation limitation annually. Each year an actual calculation is run for the previous fiscal year and an estimate is made on the current fiscal year.

The attached calculation shows the District's GANN Limit for the 2014/2015 fiscal year and a projected GANN Limit for the 2015/2016 fiscal year and does not require an increase in the limit. The calculation complies with the requirements of SB98 and AB198.

Recommended Motion: Staff recommends approval

Attachments:
GannLimit
GANN

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2013-14 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2013-14 Actual			2014-15 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	27,672,359.05		27,672,359.05			28,307,213.05
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	4,702.34		4,702.34			4,821.23
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2013-14			Adjustments to 2014-15		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2014-15 data should file to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2014-15 P2 Report			2015-16 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	4,821.23		4,821.23	4,826.37		4,826.37
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,821.23			4,826.37
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2014-15 Actual			2015-16 Budget		
1. Homeowners' Exemption (Object 8021)	74,815.88		74,815.88	69,372.00		69,372.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	7,771,414.38		7,771,414.38	7,437,548.00		7,437,548.00
5. Unsecured Roll Taxes (Object 8042)	208,575.19		208,575.19	225,939.00		225,939.00
6. Prior Years' Taxes (Object 8043)	19,510.84		19,510.84	22,102.00		22,102.00
7. Supplemental Taxes (Object 8044)	244,467.60		244,467.60	108,244.00		108,244.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(1,080,724.28)		(1,080,724.28)	(640,891.00)		(640,891.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	678,220.18		678,220.18	583,046.00		583,046.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8628) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools In Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	7,916,279.79	0.00	7,916,279.79	7,805,360.00	0.00	7,805,360.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	7,916,279.79	0.00	7,916,279.79	7,805,360.00	0.00	7,805,360.00

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from obj. 3301 & 3302; do not include negotiated amounts)			355,013.56			408,787.89
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			355,013.56			408,787.89
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	27,747,631.21		27,747,631.21	33,646,099.00		33,646,099.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	34,112.50		34,112.50	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	27,781,743.71	0.00	27,781,743.71	33,646,099.00	0.00	33,646,099.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	44,092,290.15		44,092,290.15	51,184,897.00		51,184,897.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8680 and 8682)	10,664.60		10,664.60	30,000.00		30,000.00
			2014-15 Actual			2015-16 Budget
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			27,672,359.05			28,307,213.05
2. Inflation Adjustment			0.9977			1.0382
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0253			1.0011
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			28,307,213.05			29,420,875.99
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			7,916,279.79			7,805,360.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			578,547.60			579,164.40
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			20,745,946.82			22,024,303.88
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			20,745,946.82			22,024,303.88
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			6,934.21			17,493.73
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			7,923,214.00			7,822,853.73
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			20,739,012.61			22,006,810.15
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			7,923,214.00			
b. State Subventions (Line D8)			20,739,012.61			
c. Less: Excluded Appropriations (Line C23)			355,013.56			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			28,307,213.05			

9.16

Agenda Item: 9.16. Rio Neighborhood for Learning Contract Amendment FY 14/15 Fixed Asset Contract

Rationale: In Fiscal year 2014-2015 unspent First 5 funds were used to purchase furniture for the new preschool program at Rio Real. This change in the budget and contract needs to be approved. First 5 approved the use of these unspent funds for this specific purchase through a fixed asset contract which stipulated that the furniture purchased for the preschool classroom will be used for preschool services through fiscal year 2021-2022.

The preschool program at Rio Real school will provide 78 preschool spaces comprised of 48 part day spaces and 30 full day spaces.

Financial Impact: Financial Impact: \$25,100.00

Funding Source: First 5 Ventura County

Attachments:
ThirdAmend
Agreement



AGREEMENT

This AGREEMENT is between the VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION (also known as First 5 Ventura County), hereinafter called "COMMISSION", and the RIO SCHOOL DISTRICT, 2500 Vineyard Avenue, Oxnard, CA 93036, hereinafter called "CONTRACTOR".

WHEREAS, pursuant to the provisions of California Health and Safety Code section 130100 et seq., COMMISSION is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code;

WHEREAS, COMMISSION has received an allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, as a public agency, CONTRACTOR is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, COMMISSION selected CONTRACTOR, after a public request for proposals process, to render certain services, in particular to operate the RIO NEIGHBORHOOD FOR LEARNING – RIO REAL PRESCHOOL CLASSROOM SET-UP, hereinafter called "Program" for fiscal years 2014-22; and

WHEREAS, COMMISSION has determined quality preschool services for young children is vital to assuring school readiness for children and that there is a shortage of preschool spaces in Ventura County, especially those who live near Rio Real Elementary School in Oxnard, California, and, therefore, a public purpose is served through creating new preschool classrooms/spaces for young children in this county; and

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS:

- 1.1 **ADMINISTRATION.** COMMISSION Executive Director or his/her designee, hereinafter called Commission Representative, shall represent COMMISSION in all matters pertaining to this Agreement and shall administer this Agreement on behalf of COMMISSION. Commission Representative shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. CONTRACTOR's Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of CONTRACTOR. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.25.
- 1.2 **TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time CONTRACTOR shall perform the services required under this Agreement.
- 1.3 **COMPENSATION.** COMMISSION agrees to pay CONTRACTOR a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.
- 1.4 **NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to Commission Representative at 2580 East Main Street, Suite 203, Ventura, California 93003, and to CONTRACTOR at 2500 Vineyard Avenue, Oxnard, California, 93036. Required notices also may be sent by facsimile transmission to COMMISSION at (805) 653-

2358 and to CONTRACTOR at (805) 981-7736. Notices sent by facsimile transmission shall be considered received on the business day they are sent, provided they are sent during business hours of the receiving party and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed in the United States mail, postage prepaid, and addressed as indicated above.

SECTION 2 - STANDARD PROVISIONS

- 2.1 **INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR will not be entitled to any benefits payable to employees of COMMISSION, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COMMISSION is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds COMMISSION harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law will be determined by

- CONTRACTOR. COMMISSION will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.
- 2.2 CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that CONTRACTOR has secured or shall secure at CONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by CONTRACTOR or under CONTRACTOR's supervision by persons authorized by law to perform such services.
- 2.3 PERSONNEL DISCLOSURE.** CONTRACTOR shall make available to COMMISSION a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to COMMISSION in writing. The list shall include: (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. CONTRACTOR shall not knowingly employ in any capacity, paid or volunteer staff, providing services under this agreement who have been convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. The foregoing sentence shall not apply to the extent the CONTRACTOR is precluded from complying based on Education Code Sections 44830.1 and 45122.1. CONTRACTOR shall immediately notify COMMISSION of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to CONTRACTOR.
- 2.4 RESPONSIBILITY FOR EQUIPMENT.** COMMISSION shall not be responsible nor be held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by CONTRACTOR or any of CONTRACTOR's employees, even though such equipment is furnished, rented, or loaned to CONTRACTOR by COMMISSION. The acceptance or use of any such equipment by CONTRACTOR or CONTRACTOR's employees shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless COMMISSION from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.
- 2.5 INDEMNIFICATION AND HOLD HARMLESS.** CONTRACTOR and COMMISSION agrees to defend, indemnify and hold harmless each other, against any and all claims or lawsuits, judgments, debts, demands and liability whether against CONTRACTOR, COMMISSION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR or COMMISSION, save and except claims or litigation arising through the negligence or wrongdoing, or the willful misconduct of the other party.

2.6 INSURANCE.

- 2.6.1 CONTRACTOR**, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- 2.6.1.1 Commercial General Liability "occurrence"** coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate. Personal and Advertising Injury liability, in the amount of \$1,000,000 per occurrence, Products/Completed Operations aggregate in the amount of 1,000,000 and \$100,000 limit for Damage to Premises Rented To You, if applicable.
- 2.6.1.2 Commercial Automobile Liability** coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
- 2.6.1.3 Personal Automobile Liability** coverage, in the minimum amounts of \$250,000 per Person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.
- 2.6.1.4 Workers' Compensation** coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of COMMISSION.
- 2.6.1.5 Professional Liability** coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
- 2.6.1.6 All the insurance companies** providing coverage under this Agreement must be A.M. Best rated A. VIII with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- 2.6.2 All insurance** required under this Agreement shall be primary coverage as respects COMMISSION, and any insurance or self-insurance maintained by COMMISSION shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to CONTRACTOR's coverage. COMMISSION is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If CONTRACTOR is self-insured, CONTRACTOR shall maintain the insurance enumerated in Section 2.6 herein during the term of this Agreement to pay covered claims which may arise as a result of CONTRACTOR's performance of this Agreement.
- 2.6.3 The Ventura County Children and Families First Commission** is to be named as **Additional Insured** with respect to work done by CONTRACTOR under the terms of this Agreement on all policies required. However, this paragraph 2.6.3 shall not be construed to

- apply to Workers' Compensation coverage or Professional Liability coverage.
- 2.6.4 CONTRACTOR agrees to provide COMMISSION with the following insurance documents within 14 days after the execution of this Agreement:
- 2.6.4.1 Certificates of Insurance for coverage required under this Agreement; and
- 2.6.4.2 Additional insured endorsements
- 2.6.5 Failure to timely provide these documents shall be grounds for immediate termination or suspension of this Agreement.
- 2.6.6 It is the responsibility of the CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all Subcontractors that CONTRACTOR may use for the completion of this Agreement.
- 2.6.7 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COMMISSION from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The minimum amounts set forth herein do not reflect COMMISSION's opinion of the adequacy of such coverage.
- 2.6.8 If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). COMMISSION may withhold final payments due until CONTRACTOR provides satisfactory evidence of the tail coverage to COMMISSION.
- 2.7 **ASSIGNABILITY.** CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of COMMISSION thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COMMISSION under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to COMMISSION.
- 2.8 **INTEREST OF CONTRACTOR.** CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and shall not directly or indirectly acquire any such interest, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COMMISSION's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COMMISSION. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from or of any responsibility under this Agreement.
- 2.9 **HIRING DIRECTORS PROHIBITED.** CONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the COMMISSION.
- 2.10 **SUBCONTRACTS.** Functions undertaken by CONTRACTOR may be carried out under subcontracts. However, CONTRACTOR may not delegate its duties or obligations nor assign its rights hereunder, either in whole or in part, without prior written consent of COMMISSION. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR or the transfer of assets in excess of ten (10) percent of the total assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Agreement requiring COMMISSION approval. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to COMMISSION within sixty (60) days of execution of this Agreement. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION. All subcontractors will be provided a copy of this Agreement, and any subcontract must state that any work performed must be consistent with this Agreement. COMMISSION has the right to refuse reimbursement for obligations incurred under any subcontract, which do not comply with the terms of this Agreement. In each subcontract, CONTRACTOR shall include all provisions that the COMMISSION may require. COMMISSION shall make these provisions available to CONTRACTOR.
- 2.11 **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 2.12 **RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. CONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.
- 2.13 **LICENSES AND STANDARDS.** CONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. CONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation. CONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which CONTRACTOR transacts its business.

- 2.14 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** CONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION relating to activities performed by CONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon CONTRACTOR.
- 2.15 CONFIDENTIALITY.** COMMISSION and CONTRACTOR agree to maintain the confidentiality of all information and records regarding program participants or their immediate families, except as other-wise required by law.
- 2.16 MAINTENANCE OF RECORDS.** CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending COMMISSION, state, or federal audits are completed, whichever is later. Upon request, CONTRACTOR shall make these records available within Ventura County to all authorized COMMISSION, state (including Auditor General) and federal personnel.
- 2.17 CUSTODY OF RECORDS.** At its option, COMMISSION may take custody of CONTRACTOR's copies of client records related to services provided under this Agreement upon Agreement termination. COMMISSION agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by COMMISSION in an accessible location within Ventura County and shall be available to CONTRACTOR for examination and inspection.
- 2.18 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate CONTRACTOR's performance in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants. At any time during normal business hours, and as often as COMMISSION may deem necessary, provided COMMISSION gives reasonable advance notice, CONTRACTOR shall make available to COMMISSION, state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.
- 2.19 AUDIT REQUIREMENTS.**
- 2.19.1** The Single Audit Act requires sub-recipients (CONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:
- 2.19.1.1** Indicate that the audit was performed in accordance with generally accepted government audit standards.
- 2.19.1.2** Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from COMMISSION.
- 2.19.2** CONTRACTOR shall submit to COMMISSION copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.19 within thirty (30) days of receipt by CONTRACTOR.
- 2.20 PROGRESS REPORTS.** CONTRACTOR shall submit to COMMISSION progress reports in a format approved by COMMISSION, in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by CONTRACTOR.
- 2.21 EVALUATION STUDIES.** As requested by COMMISSION and State Commission (CCFC), CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR services or to provide information about CONTRACTOR's Program.
- 2.21.1** CONTRACTOR shall collect process and demographic data on participants, where appropriate.
- 2.21.2** CONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION.
- 2.21.3** CONTRACTOR shall enter data in the evaluation software system designated by COMMISSION.
- 2.21.4** CONTRACTOR shall submit complete data, in accordance with the schedule outlined in Exhibit A.
- 2.22 WITHHOLDING.** If CONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.20 and in section 2.21 herein, the COMMISSION, at its sole discretion, may withhold payments until the deficiency is corrected.
- 2.23 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** COMMISSION shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed under this Agreement, including materials covered by copyright, and each entity reserves the right to authorize others to use or reproduce such materials. COMMISSION shall retain ownership and have access to any report, preliminary findings, or data assembled by CONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the COMMISSION as the funding agent of the publication when applicable. In addition, CONTRACTOR must receive written permission from the COMMISSION prior to publication of any materials developed under this Agreement, and file with the COMMISSION a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication. CONTRACTOR also agrees that if CONTRACTOR enters into any Agreements with other parties in order to perform the work required under this Agreement, CONTRACTOR will require the Agreements to include clauses granting the COMMISSION a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the copyrighted works created, produced, developed or delivered under such Agreements.
- 2.24 SIGNAGE.** CONTRACTOR agrees to post signs or decals provided by the COMMISSION, indicating the Program, service or equipment, as applicable, is funded by Proposition 10 funds.
- 2.25 CHANGES AND AMENDMENTS.** COMMISSION and CONTRACTOR may from time to time modify this Agreement. Such changes, except as expressly detailed

herein, shall be effective when incorporated in written amendments to this Agreement and approved by COMMISSION and CONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.26 TERMINATION FOR CAUSE.

2.26.1 Upon breach of this Agreement by CONTRACTOR, COMMISSION shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.26.1.1 Failure for any reason of CONTRACTOR to fulfill, in a timely and proper manner, its obligations under this Agreement, including compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.26.1.2 Submission by CONTRACTOR to COMMISSION of reports that are incorrect or incomplete in any material respect; or

2.26.1.3 CONTRACTOR's ineffective or improper use of funds provided by COMMISSION under this Agreement.

2.26.2 Upon a breach, COMMISSION, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions:

2.26.2.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the Commission Representative or at direction of CCFC.

2.26.2.2 Discontinue payment to CONTRACTOR for the inclusive period in which CONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.26.2.3 Withhold funds pending curing of the breach.

2.26.2.4 Offset against any monies billed by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to 2.26.1 above.

2.26.3 Following a failure by CONTRACTOR to cure a breach and following reasonable notice of such breach CONTRACTOR shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause.

2.27 TERMINATION FOR CONVENIENCE. Either COMMISSION or CONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.28 TERMINATION DUE TO CESSATION OF STATE FUNDING. COMMISSION shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by COMMISSION of funds from the state for this program is reduced, suspended or terminated for any reason. CONTRACTOR hereby expressly waives any and all claims against COMMISSION for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to COMMISSION for the program under which this Agreement is made, or of the portion thereby delegated by this Agreement.

2.29 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.29.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to CONTRACTOR by COMMISSION.

2.29.2 Any monies owed to COMMISSION by CONTRACTOR may be offset against any compensation due to CONTRACTOR for final payment from COMMISSION, as covered under this Agreement.

2.29.3 CONTRACTOR shall return to COMMISSION any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. COMMISSION retains the right to waive this requirement.

2.30 PARTIAL PERFORMANCE. In the event, less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by Commission Representative. In the event CONTRACTOR anticipates a disruption in services related to this Agreement, COMMISSION is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.31 FAIR HEARING. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.32 MONITORING AND EVALUATION. COMMISSION shall monitor and evaluate CONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.33 CHILD ABUSE REPORTING. CONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.33.1 CONTRACTOR shall establish procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, consultants, subcontractors, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse or neglect, even when such persons are not otherwise required by section 11166, subdivision (a), of the Penal Code or section 15630 of the Welfare and Institutions Code, to report such abuse or neglect.

2.34 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. CONTRACTOR shall actively participate with all other Commission funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other COMMISSION funded programs.

2.35 SECURITY DEPOSITS. If CONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, CONTRACTOR shall return to COMMISSION any balance thereof within 45 days of the termination of the lease. However, if CONTRACTOR'S funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to COMMISSION within 45 days of the close of the CONTRACTOR'S funding period.

SECTION 3 - SERVICE PROVISIONS

Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. CONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement. COMMISSION shall reimburse CONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by COMMISSION in greater than 30 days, but less than 60 days after the date of COMMISSION'S receipt of CONTRACTOR'S invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

4.2 SUPPLANTING OF PROP 10 FUNDS. Prop 10 moneys received from COMMISSION will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

4.3 INVOICES/EXPENDITURE REPORTS. By the thirtieth (30th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, CONTRACTOR through its authorized representative(s) shall submit to COMMISSION a complete invoice/expenditure report in accordance with Exhibit C for each corresponding funding period. CONTRACTOR may have up to forty-five (45) days to submit the final invoice/report for expenditures through the end of each funding period. Invoices/Expenditure Reports shall be submitted electronically with required supporting documentation in a software system designated by COMMISSION. CONTRACTOR shall designate authorized representative(s) to submit invoices/expenditure reports for the Program. COMMISSION may consider alternate methods for invoice/expenditure report submission, including but not limited to non-electronic, at its sole discretion or upon request by CONTRACTOR. COMMISSION shall review the invoice/expenditure report, verify adherence to Agreement requirements and services, and authorize payments to CONTRACTOR based upon claims submitted, provided that CONTRACTOR is not in default under any provision of this Agreement. COMMISSION shall not pay for unauthorized services rendered neither by CONTRACTOR nor for claimed services which COMMISSION'S monitoring staff shows have not been provided as required by this Agreement.

4.3.1 Final year-end invoices received more than 60 days after the close of each funding period shall have a five (5) percent penalty imposed on the final invoiced amount. CONTRACTOR may submit a written appeal of the penalty to the COMMISSION if there were extenuating circumstances that prohibited the timely submission of the invoice, but the COMMISSION retains the exclusive right to decide whether it will waive the penalty or not.

4.4 SUPPLEMENTAL INVOICES. No supplemental invoice shall be accepted by COMMISSION without prior notification to COMMISSION of the need and justification for such an invoice and authorization by COMMISSION to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

4.5 BUDGET JUSTIFICATION.

4.5.1 Line Item. CONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by CONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. CONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10 percent increase to that item. Changes greater than 10 percent must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

4.6 WORKING CAPITAL. CONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

4.7 BUDGET DEVIATIONS. Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior COMMISSION approval before payment to CONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, CONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. CONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for all employees:

4.8.1 All employees shall receive basic statutory coverage of FICA, Workers' Compensation, Unemployment Insurance Benefits and Disability Insurance Benefits; and

4.8.2 All wages and benefits, which are no less than the minimum, required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. CONTRACTOR agrees to indemnify COMMISSION for state audit exceptions and state audit exceptions resulting from contract non-compliance on the part of CONTRACTOR, and for claims made against COMMISSION arising from CONTRACTOR performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, COMMISSION may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. With or without actual knowledge, CONTRACTOR made any

misrepresentation of a material fact with respect to any information furnished by CONTRACTOR, directly or indirectly, to COMMISSION.

- 4.10.2 **Litigation.** There is then pending litigation with respect to the performance by CONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.
- 4.10.3 **Unauthorized Actions by CONTRACTOR.** CONTRACTOR shall have taken any action pertaining to this Agreement, which required prior COMMISSION approval, without having first received said approval.
- 4.10.4 **Default.** CONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.
- 4.10.5 **Fiscal and Non-Fiscal Reporting.** CONTRACTOR has not submitted the required statements and reports as specified in this Agreement.
- 4.11 **REIMBURSEMENT.** CONTRACTOR shall not claim reimbursement from COMMISSION, or apply sums received from COMMISSION, with respect to that portion of its obligations, which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) COMMISSION funds under any COMMISSION program, without prior written approval of COMMISSION.
- 4.12 **FIXED ASSET PROVISION.** Fixed assets are those tangible assets of significant value having a utility which extends beyond the current year that are broadly classified as land, buildings and improvements, and equipment. Significant value is defined as a cost of \$5,000.00 or more.
- 4.12.1 COMMISSION shall structure grant funds for the purchase of fixed assets of \$5,000.00 or more as a no-interest, forgivable loan. COMMISSION shall consider those items costing less than \$5,000.00 per unit, but whose total cost for units purchased for the Program exceeds an aggregate amount of \$5,000.00, to qualify for this provision.
- 4.12.2 COMMISSION shall forgive a portion of the loan amount for each year CONTRACTOR remains in business and continues operation of the Program for which the fixed asset was purchased as follows:
- 4.12.2.1 The loan amount of \$25,100.00 for the Program shall be forgiven at the rate of \$3,586.00 per year for 7 years.
- 4.12.3 **DEFAULT.** In the event CONTRACTOR, prior to the loan being forgiven in full, violates the provisions of this contract, including significantly reducing or ceasing the operation of the Program for which the asset was purchased, the CONTRACTOR will (1) repay the remaining unforgiven portion of the loan, and (2) pay interest on the remaining unforgiven portion of the loan at a yearly rate of 6.5 percent, compounded daily, calculated from the date of this contract. The repayment and the interest shall be due within 30 days following CONTRACTOR's cessation of the program.

COMMISSION also has the right to repossess the asset in the event that CONTRACTOR, prior to the loan being forgiven in full, violates the provisions of this contract, including significantly reducing or ceasing the operation of the Program for which the asset was purchased and fails to repay within 30 days following CONTRACTOR's cessation of the program the unforgiven portion of the loan and the interest due on the unforgiven portion of the loan. COMMISSION has the right to sell, lease or otherwise, dispose of the asset to recover the debt owed by CONTRACTOR, but CONTRACTOR will remain liable to COMMISSION for any deficiency still owed to COMMISSION after disposal of the asset.

- 4.12.4 CONTRACTOR cannot sell, lease, encumber, or transfer title to the asset without prior written Commission approval. If the CONTRACTOR commits any of these acts without prior written Commission approval, then the Commission may, at its option, treat such an act as CONTRACTOR significantly reducing or ceasing operation of the Program for which the asset was purchased, as described in paragraph 4.12.3. CONTRACTOR must then (1) repay the remaining unforgiven portion of the loan, and (2) pay interest on the remaining unforgiven portion of the loan at a yearly rate of 6.5 percent, compounded daily, calculated from the date this contract was executed. The repayment and the interest shall be due within 30 days following CONTRACTOR'S cessation of the program.
- 4.12.5 **SECURITY AGREEMENT.** CONTRACTOR grants COMMISSION a security interest in the preschool furniture and fixtures as security for this loan. CONTRACTOR agrees to execute a financing statement evidencing COMMISSION's security interest in preschool furniture and fixtures.
- 4.13 **MATCHING FUNDS.** CONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to CONTRACTOR by COMMISSION. "Matching funds" are defined as the resources (cash or in-kind) provided by CONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the Contractor's records. Actual amounts shall be reported on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the Commission reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 ENTIRE AGREEMENT. The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by COMMISSION and CONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.

IN WITNESS THEREOF, COMMISSION and CONTRACTOR have executed this Agreement on the dates indicated.

CONTRACTOR APPROVAL

COMMISSION APPROVAL

(Signature)

John D. Puglisi, Ph. D. Superintendent
(Typed Name/Title)

(Date)

(Signature)

Claudia Harrison, Executive Director
(Typed Name/Title)

(Date)

**RIO SCHOOL DISTRICT
 RIO NEIGHBORHOOD FOR LEARNING –
 RIO REAL PRESCHOOL CLASSROOM SET-UP
 May 18, 2015 to May 17, 2022**

REPORTING TIMELINES

Narrative Progress Reports (Contract Section 2.20 - Progress Reports) and Participant, Service, and Outcome Data (Contract Section 2.21 – Evaluation Studies)

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B

Period	Report type	Due date
May 18, 2015 – June 30, 2015	Quarter 4 & cumulative final for FY2014-15	July 30, 2015
July 1, 2015 – June 30, 2016	Annual Report (cumulative final for FY2015-16)	July 30, 2016
July 1, 2016 – June 30, 2017	Annual Report (cumulative final for FY2016-17)	July 30, 2017
July 1, 2017 – June 30, 2018	Annual Report (cumulative final for FY2017-18)	July 30, 2018
July 1, 2018 – June 30, 2019	Annual Report (cumulative final for FY2018-19)	July 30, 2019
July 1, 2019 – June 30, 2020	Annual Report (cumulative final for FY2019-20)	July 30, 2020
July 1, 2020 – June 30, 2021	Annual Report (cumulative final for FY2020-21)	July 30, 2021
July 1, 2021 – May 17, 2022	Annual Report (cumulative final for FY2021-22)	July 30, 2022

INVOICING/EXPENDITURE REPORTING TIMELINES

Fiscal Provisions (Contract Section 4.1, 4.3 – Payment Method, Invoices)

Financial reports shall adhere to Section 4: Budget, Exhibit C and Exhibit D.

Period	Invoice/Expenditure Report type	Due by
May 18, 2015 – June 30, 2015	Quarter 4 & cumulative final for FY2014-15	July 30, 2015 Invoicing completed

SECTION 3 - SERVICE PROVISIONS

- 3.1 PROGRAM DESCRIPTION.** Through the Rio Neighborhood for Learning (Rio NFL), CONTRACTOR shall convert existing classroom space into two preschool classrooms. CONTRACTOR shall purchase preschool furniture and fixtures and set up the two new preschool classrooms at Rio Real Elementary School – 1140 Kenney Street, Oxnard, CA 93036.
- 3.2 PROGRAM GOAL.** CONTRACTOR, with the set up of two new preschool classrooms located at Rio Real Elementary School, will increase the number of preschool spaces by a minimum of 78 spaces when the preschool is operational.
- 3.3 ACTIVITIES AND SERVICES, WITH OUTCOMES AND MEASUREMENT INSTRUMENTS**
- 3.3.1** CONTRACTOR shall purchase preschool furniture and fixtures and set up two new preschool classrooms, which will create a minimum of 78 new preschool spaces at Rio Real Elementary School, owned by Rio School District. Outcomes include: all preschool furniture and fixtures are assembled and installed, verified by CONTRACTOR'S progress report, photographs, and vendor receipts.
- 3.3.2** CONTRACTOR shall obtain licensing with the capacity to serve a minimum of 54 preschool-age children per session (24 in one classroom and 30 in another classroom) in compliance with Community Care and Licensing requirements as verified by a copy of the license.
- 3.3.3** CONTRACTOR shall provide preschool services in the converted classrooms beginning on August 27, 2015 for at least 24 spaces in a morning session, 24 spaces in an afternoon session, and 30 full-day spaces as verified by enrollment and attendance records and progress reports.
- 3.3.4** CONTRACTOR shall use the Desired Results Developmental Profile (DRDP) instrument or another evidence-based child observation tool as agreed upon by both parties of this Agreement to demonstrate children's increased school readiness over the course of the program year.

RIO SCHOOL DISTRICT
 Rio NfL - Preschool Classroom Set-up
 May 18, 2015 to May 17, 2022

BUDGET

Rio NfL - Rio Real Elementary School
 1140 Kenney Street, Oxnard, CA 93036

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		CASH SOURCE(S)	IN-KIND RESOURCES	
Preschool Classroom Furniture & Fixtures	25,100			25,100
TOTAL BUDGET	25,100	0	0	25,100

* Minimum match of 10% is represented in the Rio NfL services contract budget

**RIO SCHOOL DISTRICT
RIO NEIGHBORHOOD FOR LEARNING –
RIO REAL PRESCHOOL CLASSROOM SET-UP**

Term: May 18, 2015 to May 17, 2022

PAYMENT METHOD

CONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement.

1. CONTRACTOR shall be paid in arrears, upon receipt of a quarterly invoice with adequate supporting documentation for actual costs incurred for services rendered. CONTRACTOR will be paid actual costs only, even if the costs estimated in CONTRACTOR's proposal, budget, or this Agreement estimated a different amount
2. Reimbursement for the funding period of May 18, 2015 through May 17, 2016 shall not exceed \$25,100.00, based on the terms of the Agreement and in accordance with Exhibit C and the services described in Exhibit B.
3. Remaining funds from a prior funding period as set forth above in paragraph 2 may not be carried over to the next funding period.



AMENDMENT #3

This **AGREEMENT** that was entered into on July 1, 2013 between the **VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION** (dba First 5 Ventura County) and hereinafter referred to as "**COMMISSION**", and **RIO SCHOOL DISTRICT** ("**CONTRACTOR**") for the purpose of providing the **FIRST 5 RIO NEIGHBORHOOD FOR LEARNING** is hereby amended as follows:

Paragraph 2.3 of the Agreement is being replaced in its entirety by the following new Paragraph 2.3:

2.3 PERSONNEL DISCLOSURE. CONTRACTOR shall make available to COMMISSION a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to COMMISSION in writing. The list shall include: (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. CONTRACTOR shall not knowingly employ in any capacity, paid or volunteer staff, providing services under this agreement who have been convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. The foregoing sentence shall not apply to the extent the CONTRACTOR is precluded from complying based on Education Code Sections 44830.1 and 45122.1. CONTRACTOR shall immediately notify COMMISSION of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to CONTRACTOR.

Paragraph 2.5 of the Agreement is being replaced in its entirety by the following new Paragraph 2.5:

2.5 INDEMNIFICATION AND HOLD HARMLESS. CONTRACTOR and COMMISSION agrees to defend, indemnify and hold harmless each other, against any and all claims or lawsuits, judgments, debts, demands and liability whether against CONTRACTOR, COMMISSION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR or COMMISSION, save and except claims or litigation arising through the negligence or wrongdoing, or the willful misconduct of the other party.

EXHIBIT C-1 attached hereto is incorporated herein by this reference and shall replace Exhibit C-1 attached to the original Agreement and any subsequent amendments in its entirety. Hereinafter, all references to Exhibit C-1 in the Agreement shall be to Exhibit C-1 attached to this amendment to the Agreement.

EXHIBIT D attached hereto is incorporated herein by this reference and shall replace Exhibit D attached to the original Agreement and any subsequent amendments in its entirety. Hereinafter, all references to Exhibit D in the Agreement shall be to Exhibit D attached to this amendment to the Agreement.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, COMMISSION and CONTRACTOR have executed this Agreement on the dates indicated.

CONTRACTOR APPROVAL

COMMISSION APPROVAL

(Signature)

(Signature)

John D. Puglisi, Ph. D. Superintendent
(Typed Name/Title)

Claudia Harrison, Executive Director
(Typed Name/Title)

(Date)

(Date)

**RIO SCHOOL DISTRICT
RIO NEIGHBORHOOD FOR LEARNING**

Term: July 1, 2013 through June 30, 2016

PAYMENT METHOD

CONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement.

1. CONTRACTOR shall be paid in arrears, upon receipt of a quarterly invoice with adequate supporting documentation for actual costs incurred for services rendered. CONTRACTOR will be paid actual costs only, even if the costs estimated in CONTRACTOR's proposal, budget, or this Agreement estimated a different amount.
2. Compensation:
 - 2.a. Reimbursement for the funding period of July 1, 2013 through June 30, 2014 shall not exceed \$438,990.00, based on the terms of the Agreement and in accordance with Exhibit C and the services described in Exhibit B.
 - 2.b. Reimbursement for the funding period of July 1, 2014 through June 30, 2015 shall not exceed \$413,890.00, based on the terms of the Agreement and in accordance with Exhibit C-1 and the services described in Exhibit B-1.
 - 2.c. Reimbursement for the funding period of July 1, 2015 through June 30, 2016 shall not exceed \$438,990.00, based on the terms of the Agreement and in accordance with Exhibit C-2 and the services described in Exhibit B-2.
3. Remaining funds from a prior funding period as set forth above in paragraph 2 may not be carried over to the next funding period.

RIO SCHOOL DISTRICT
RIO NEIGHBORHOOD FOR LEARNING
July 1, 2014 to June 30, 2015

BUDGET

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES	258,956		35,000	293,956
II. OPERATING EXPENSES	28,340		30,000	58,340
III. OTHER EXPENSES				
Subcontractor(s):				
Continuing Development Inc. - Preschool Program	97,450		55,703	153,153
MICOP - Mixteco Family Support/Early Learning	5,500		28,975	34,475
IV. INDIRECT	23,644			23,644
TOTAL BUDGET	413,890	0	149,678	563,568

* Minimum match percent is 10%.

9.17

Agenda Item: 9.17. Brightbytes Technology Survey

Rationale: For the past three years, the District has used a survey tool, Brightbytes, to collect information from teachers, students, and parents about their technology use and beliefs, the implementation and use of 21st Century Skills, and related information. The data collected from this survey has been a key component in our conversations and planning for our technology and curriculum integration, our professional development program, and other technology related issues. This contract continues the use of the platform for the next three years.

Financial Impact:

Fiscal Impact: \$7,863.27 (per year for 3 years totaling \$23,589.81)

Funding Source: General Fund

Attachments:
BryteBites



QUOTE

Organization Name: Rio School District
Organization Contact: Mike Vollmert
Prepared By: Samara Wenten

Billing Address: 2500 Vineyard Ave.
Oxnard, California 93036
United States

The following are the applications and services that will be provided on the Clarity Platform. Your term is for 36 Months.

Year 1				
Item	Term (Dates)	List Price	Discount	Price
Technology & Learning (Module)	9/11/2015 – 9/10/2016	\$17,196.00	(\$11,190.73)	\$6,005.27
Technology & Learning Base Services	9/11/2015 – 9/10/2016	\$929.00		\$929.00
Technology & Learning Parent Data (Add-On)	9/11/2015 – 9/10/2016	\$929.00		\$929.00
<i>*Applied Discount: Volume. Multi-Year</i>				
TOTAL:				\$7,863.27

Year 2				
Item	Term (Dates)	List Price	Discount	Price
Technology & Learning (Module)	9/11/2016 – 9/10/2017	\$17,196.00	(\$11,190.73)	\$6,005.27
Technology & Learning Base Services	9/11/2016 – 9/10/2017	\$929.00		\$929.00
Technology & Learning Parent Data (Add-On)	9/11/2016 – 9/10/2017	\$929.00		\$929.00
<i>*Applied Discount: Volume. Multi-Year</i>				
TOTAL:				\$7,863.27

Year 3				
Item	Term (Dates)	List Price	Discount	Price
Technology & Learning (Module)	9/11/2017 – 9/10/2018	\$17,196.00	(\$11,190.73)	\$6,005.27
Technology & Learning Base Services	9/11/2017 – 9/10/2018	\$929.00		\$929.00
Technology & Learning Parent Data (Add-On)	9/11/2017 – 9/10/2018	\$929.00		\$929.00
*Applied Discount: Volume. Multi-Year				
				TOTAL:
				\$7,863.27

BrightBytes Signature

Name

Date Signed

Customer Signature

Name

Date Signed

