



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

November 18, 2015

Office of Student and Family Support Services

3300 Cortez Street

Oxnard

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

JOHN D. PUGLISI, Ph. D.

Superintendent

Board of Education

Ramon Rodriguez, President

Eleanor Torres

Edith Martinez-Cortes

Cassandra Bautista

Joe Esquivel

2.0



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: **2. Approval of the Agenda**

Attachments:



SCHOOL DISTRICT

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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

4. Closed Session

1. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: 3334 Santa Clara Avenue, Oxnard CA 93036 (APN 149-0-071-210) Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating party: County of Ventura Under negotiation: price and terms of payment
2. 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
3. Public Employee Performance Evaluation [Government Code 549587] Staffing 2015/2016
4. Conference with Labor Negotiators [Government Code 54957.6] Agency Designated Representatives: RSD Negotiating Team Employee Organization: RTA, CSEA, Certificated and Classified Management and other non-union represented groups.

5. Reconvene in Open Session

1. Report of Closed Session

6. Public Hearing

1. CSEA, Chapter 329, Proposal for Reopeners with the Rio School District for the 2015/2016 School Year

7. Presentations/Recognitions

1. Ventura County Civic Alliance – State of the Region Report

8. Communications

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

9. Information

1. First Reading of the Revised CSBA Board Policies
Dr. John Puglisi,
Superintendent
2. Consideration of a Boundary Change for Rio Plaza 5th grade students
Kristen Pifko,
Assistant Supt.
Business Services
3. Academic Programs Update: English Language Development and Response to Intervention
Dr. John Puglisi,
Superintendent and
Oscar Hernandez,
Asst. Supt Ed. Svcs.

10. Information/Action

1. Consideration of Plan Change for Relocation of District Office
Dr. John Puglisi,
Superintendent
2. Consideration of approval of Resolution No. 1516/13 Approving an Option and Purchase and Sale Agreement between Rio School District and the County of Ventura for the disposition of the Nyeland Acres property (address: 3334 Santa Clara Avenue, Oxnard CA 93036, and APN: 149-0- 071-210).
Dr. John Puglisi,
Superintendent
3. Consideration of Resolution 1516/14 Approving a Purchase and Sale Agreement between Rio School District and Riverpark A LLC for the acquisition of the Riverpark School site (APNs 132-0-110-015 and 132-0- 100-265).
Dr. John Puglisi,
Superintendent
4. Approval of Contract with CSBA to Provide a Governance Leadership Workshop, January 9, 2016
Dr. John Puglisi,
Superintendent
5. CSEA, Chapter 329 Sunshine Proposal for Negotiations with RSD for the 15/16 school year
Carolyn Bernal,
Director of Human
Resource
6. Approval of the Memorandum of Understanding Between the Rio School District and the University of California, Santa Barbara MESA Program
Oscar Hernandez,
Assistant
Superintendent of
Educational Services
7. Approval of Estimated Fees for Legal Services Provided by Atkinson, Andelson, Loya, Ruud, and Romo.
Kristen Pifko

11. Consent Agenda

1. Approval of the Minutes of the Regular Meeting of October 21, 2015
2. Approval of the Personnel Report
3. Ratification of the Commercial Warrant Register
Marcia Nudd
4. Approval of the Memorandum of Understanding Between the Ventura County Office of Education FY 2015-2016
Oscar Hernandez
5. Approval of the Vantage Learning Agreement Renewal FY 2015-2016
Oscar Hernandez
6. Approval of Contract Renewal with Anthony Cody for Professional
Oscar Hernandez

Development Services FY 2015-2016

7. Approval of the Purchase of Additional Licenses for System 44

8. Approval of Architecture for Education Incorporated Proposal for Additional Work to Relocate the Rio K-8 STEAM Site Kristen Pifko

9. Approval of Class Leasing Proposal for Two(2) DSA Ramps at Rio Real Elementary School. Kristen Pifko

10. Approve Pro Fab Construction Proposal, Inc. for Portable Foundation Repair for the Kindergarten Buildings. Kristen Pifko

11. Approval of Contract with Kruger Bensen Ziemer Architects, Inc. for the Rio Lindo Kitchen Replacement - Additional Services Kristen Pifko

12. Approve Kruger Bensen Ziemer Architects, Inc. Proposal for Campus-wide Fire Alarm at Rio Lindo. Kristen Pifko

13. Approve Proposal and Contract for Hughes General Engineering for PC Ramps and Sitework at Rio Real Elementary School. Kristen Pifko

14. Proposal and Contract from Hughes Engineering for New Site Furnishings at Rio Vista Middle School. Kristen Pifko

15. Change Order for Fix Painting Company Exterior Painting and Repairs at Rio Plaza Elementary School. Kristen Pifko

16. Approve Proposal from School Specialist for Installation and Supply of Site Furnishings at Rio Vista Middle School. Kristen Pifko

12. Organizational Business

1. Items for Future Board Meetings

2. Future Meeting Dates:

13. Adjournment

4.1



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3300 Cortez Street
Oxnard, CA 93036
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 4.1. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: 3334 Santa Clara Avenue, Oxnard CA 93036 (APN 149-0-071-210) Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating party: County of Ventura Under negotiation: price and terms of payment

Attachments:

4.2



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DISTRICT**

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11/18/2015 5:00 PM

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3300 Cortez Street

Oxnard, CA 93036

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

Teleconference Location:

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Agenda Item:

4.2. 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

Attachments:

4.3



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Agenda Item: 4.3. Public Employee Performance Evaluation [Government Code 549587] Staffing 2015/2016

Attachments:



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Agenda Item:

4.4. Conference with Labor Negotiators [Government Code 54957.6] Agency Designated Representatives: RSD Negotiating Team Employee Organization: RTA, CSEA, Certificated and Classified Management and other non-union represented groups.

Attachments:

6.1



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3300 Cortez Street
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Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.
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Sacramento, CA 95815

Agenda Item: 6.1. CSEA, Chapter 329, Proposal for Reopeners with the Rio School District for the 2015/2016 School Year

Rationale: Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations

Financial Impact: None

Attachments:
CSEA Sunshine Agmt
CSEA Sunshine Agmt

PLEASE POST NOVEMBER 10, 2015

RIO SCHOOL DISTRICT
2500 VINEYARD AVENUE
OXNARD, CALIFORNIA

**NOTICE OF
PUBLIC HEARING**

**PUBLIC HEARING ON THE CSEA, Chapter 329
PROPOSAL FOR REOPENERS WITH RSD FOR THE
2015-2016 SCHOOL YEAR**

Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations.

Accordingly, a public hearing is scheduled for the Governing Board meeting to be held on November 18, 2015, at the Rio School District Board Room, 3300 Cortez Street, Oxnard, CA 93036 beginning at 6:00 p.m. Copies of the initial proposals have been distributed to and are available at:

Rio School District, 2500 Vineyard Avenue, Oxnard, CA 93036
All Rio School District School Sites

PLEASE POST NOVEMBER 10, 2015

The California School Employees Association and its Rio Chapter 329 (CSEA)

To

Rio School District

Initial Proposal for 2016 Successor Agreement

Article 4 – Salary: CSEA seeks an equitable and fair salary increase across the salary schedule.

Article 6 – Employee Benefits: CSEA seeks to maintain competitive and affordable health benefits that protect District employees and their families.

Article 2 – Association Rights: CSEA seeks strengthen the rights of the exclusive representative with the addition of union orientation or a collaborative new employee orientation.

CSEA has an Interest in evaluating and changing the salary schedule placement of Behavior Specialists.

CSEA has an interest in negotiating restorations of value and/or hours to the bargaining unit to bring the bargaining unit closer to its pre-2008 value and/or work and to acknowledge the increasing size and complexity of District operations.

CSEA has an additional interest in renegotiating the Memorandum of Agreement regarding the term of the agreement. In addition, in the spirit of collaboration, additional articles may be reopened as mutually agreed to between the parties.

8.4



Regular Board Meeting
11/18/2015 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.
Teleconference Location:
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Agenda Item: 8.4. Superintendent Reports

Rationale: Superintendent Puglisi will provide an update regarding:

- Master Plan/HVAC Plan Update
- AR Program Data Update
- Reading NIC and ELD NIC

Attachments:

9.1



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Agenda Item: 9.1. First Reading of the Revised CSBA Board Policies

Speaker: Dr. John Puglisi, Superintendent

Rationale: California School Boards Association provides revision suggestions to board policies that are aligned with changes to the Education Codes and the law.

The Rio School District administrative team has reviewed the attached documents and they are being submitted for first reading. The policies will be brought back at the next regularly scheduled board meeting for approval.

Financial Impact: Fiscal Impact: None

Funding Source: None

Recommended Motion: No action is required. Information only.

Attachments:

9.2



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- Agenda Item:** 9.2. Consideration of a Boundary Change for Rio Plaza 5th grade students
- Speaker:** Kristen Pifko, Assistant Supt. Business Services
- Quick Summary / Abstract:** Discussion of proposed 5th to 6th boundary change for Rio Plaza Elementary students to attend Rio del Valle Middle School in 2016/2017 and beyond. Current boundaries enroll Rio Plaza 5th graders at Rio Vista Middle School.
- Rationale:** Currently, Rio Vista Middle School is able to comfortably house approximately 800 students. The 2015/2016 enrollment of Rio Vista is 762 students. Rio del Valle Middle School has a capacity of approximately 935 students and current enrollment of 704 students. Because Rio Vista is nearing capacity and expects to experience student growth due to new construction, the district proposes a boundary change for 5th graders leaving Rio Plaza to attend Rio del Valle.
- Financial Impact:** None
- Recommended Motion:** Information Only.
- Attachments:**
Boundary Change

Rio Elementary School District

Table 1

Reboundary Analysis Summary for 2016/17 (based on attendance)

| | 2016/17 Cohort Projection for 6-8 Students based on Reboundary of Rio Plaza ES to Rio Del Valle MS | Rio Plaza 5th grade students w/Siblings at Rio Vista | Projected 6-8 Students from New Residential Development for 2016/17 ¹ | Total Projected 6-8 Students for 2016/17 |
|---------------|--|--|--|--|
| Rio Real | 119 | | | 119 |
| Rio Del Valle | 743 | -34 | | 709 |
| Rio Vista | 699 | 34 | 49 | 782 |
| Total | 1561 | | | 1610 |

¹Utilized residential development projections from 2014/15 - 2015/16 update in progress.

RIO ELEMENTARY SCHOOL DISTRICT

**Table 4
COHORT STUDENT ENROLLMENT PROJECTIONS
(2015/16)**

Rio Vista Middle (6-8)

Reboundaried to Exclude Rio Plaza ES

Note: September 2015 enrollments were used for 2015/16

| | CBED/CALPAD Enrollment Data | | | | Cohort Enrollment Projections¹ | | | | |
|----------------|------------------------------------|--------------|--------------|--------------|--|--------------|--------------|--------------|--------------|
| | 12/13 | 13/14 | 14/15 | 15/16 | 16/17 | 17/18 | 18/19 | 19/20 | 20/21 |
| Grade K | 281 | 257 | 266 | 290 | 277 | 271 | 257 | 253 | 258 |
| Grade 1 | 274 | 263 | 264 | 276 | 295 | 282 | 276 | 262 | 258 |
| Grade 2 | 247 | 268 | 270 | 256 | 273 | 292 | 279 | 273 | 259 |
| Grade 3 | 238 | 257 | 280 | 265 | 259 | 276 | 295 | 282 | 276 |
| Grade 4 | 259 | 235 | 273 | 291 | 275 | 269 | 286 | 305 | 292 |
| Grade 5 | 256 | 259 | 239 | 275 | 294 | 278 | 272 | 289 | 308 |
| Grade 6 | 227 | 254 | 247 | 245 | 190 | 196 | 196 | 184 | 181 |
| Grade 7 | 247 | 244 | 263 | 255 | 255 | 200 | 206 | 206 | 194 |
| Grade 8 | 251 | 237 | 248 | 262 | 254 | 254 | 199 | 205 | 205 |

| | | | | | | | | | |
|-------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Total K-5 Feeder | 1,555 | 1,539 | 1,592 | 1,653 | 1,673 | 1,668 | 1,665 | 1,664 | 1,651 |
| Total 6-8 | 725 | 735 | 758 | 762 | 699 | 650 | 601 | 595 | 580 |

¹Projected 6th grade enrollments were adjusted to reflect 6th grade students reboundary of Rio Plaza ES to Rio Del Valle MS.

RIO ELEMENTARY SCHOOL DISTRICT

**Table 3
COHORT STUDENT ENROLLMENT PROJECTIONS
(2015/16)**

**Rio Del Valle Middle (6-8)
Reboundaried to Include Rio Plaza ES**

Note: September 2015 enrollments were used for 2015/16

| | CBED/CALPAD Enrollment Data | | | | Cohort Enrollment Projections¹ | | | | |
|----------------|------------------------------------|--------------|--------------|--------------|--|--------------|--------------|--------------|--------------|
| | 12/13 | 13/14 | 14/15 | 15/16 | 16/17 | 17/18 | 18/19 | 19/20 | 20/21 |
| Grade K | 297 | 326 | 279 | 290 | 291 | 283 | 269 | 269 | 273 |
| Grade 1 | 307 | 300 | 306 | 268 | 278 | 279 | 271 | 257 | 257 |
| Grade 2 | 256 | 317 | 292 | 326 | 277 | 287 | 288 | 280 | 266 |
| Grade 3 | 260 | 251 | 301 | 285 | 315 | 266 | 276 | 277 | 269 |
| Grade 4 | 270 | 251 | 266 | 300 | 289 | 319 | 270 | 280 | 281 |
| Grade 5 | 256 | 250 | 255 | 265 | 298 | 287 | 317 | 268 | 278 |
| Grade 6 | 252 | 237 | 246 | 207 | 294 | 338 | 310 | 319 | 279 |
| Grade 7 | 256 | 247 | 251 | 236 | 206 | 293 | 337 | 309 | 318 |
| Grade 8 | 238 | 256 | 253 | 281 | 243 | 213 | 300 | 344 | 316 |

| | | | | | | | | | |
|-------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Total K-5 Feeder | 1,646 | 1,695 | 1,699 | 1,734 | 1,748 | 1,721 | 1,691 | 1,631 | 1,624 |
| Total 6-8 | 746 | 740 | 750 | 704 | 743 | 844 | 947 | 972 | 913 |

¹Projected 6th grade enrollments were adjusted to reflect 6th grade students remaining at Rio Real ES for Dual Immersion Program and Reboundary of Rio Plaza ES to Rio Del Valle MS.

9.3



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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.

Teleconference Location:

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1782 Tribute Road

Sacramento, CA 95815

Agenda Item: 9.3. Academic Programs Update: English Language Development and Response to Intervention

Speaker: Dr. John Puglisi, Superintendent and Oscar Hernandez, Asst. Supt Ed. Svcs.

Financial Impact: None

Attachments:

10.1



EDUCATING LEARNERS FOR THE 21ST CENTURY

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Sacramento, CA 95815

Agenda Item: 10.1. Consideration of Plan Change for Relocation of District Office

Speaker: Dr. John Puglisi, Superintendent

Rationale: Information will be presented by staff and consultants regarding options and alternatives including cost estimates for each potential relocation.

Financial Impact: Fiscal Impact: TBD

Funding Source:

Attachments:

10.2



**SCHOOL
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Open Session: 6:00 p.m.

Teleconference Location:

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1782 Tribute Road

Sacramento, CA 95815

Agenda Item: 10.2. Consideration of approval of Resolution No. 1516/13 Approving an Option and Purchase and Sale Agreement between Rio School District and the County of Ventura for the disposition of the Nyeland Acres property (address: 3334 Santa Clara Avenue, Oxnard CA 93036, and APN: 149-0- 071-210).

Speaker: Dr. John Puglisi, Superintendent

Rationale: On December 10, 2014, pursuant to Resolution No. 1415/08, the Board declared the Nyeland Acres property as surplus property or no longer needed for classroom purposes. For numerous years, the property has been used as a Boys and Girls Club after-school program and outdoor recreational program site. Pursuant to Resolution No. 1415/08, the Board also found that the property was subject to the Naylor Act (Education Code Sections 17485, *et seq.*) due to the presence of playgrounds on the site. The Naylor Act aims to permit school districts to dispose of surplus property while making it possible for other governmental agencies to acquire the property and keep it available for playground, playing field or other outdoor recreational and open-space purposes. In accordance with the Naylor Act, on February 10, 2015, the County of Ventura ("County") found that preservation of the Nyeland Acres property for playground, playing field and other recreational and open-space purposes would benefit the community.

On April 15, 2015, pursuant to Resolution No. 1415/14, the Board declared its intention to offer the Nyeland Acres property to interested charter schools, certain public agencies, and qualifying nonprofit corporations, in accordance with the Education Code and Government Code. Subsequently, the District received a notice of intent from the County indicating the County's interest in acquiring the site for use as a park and community center. The County intends to cause an election of the eligible residents of the Nyeland Acres community to form a community facilities district to cover certain costs of the purchase and the ongoing maintenance of the property. Therefore, the County requested an option to purchase the site, pending the outcome of the election. The parties also negotiated a purchase and sale agreement in the event that the election is successful. The option terms and the terms of the purchase and sale are set forth in one agreement, which is included in the attached Resolution as Exhibit B. If the election is not successful, then staff will evaluate the District's options with respect to the property, and bring those options to the Board for consideration.

Financial Impact: Fiscal Impact: Sale Price of \$325,000.00

Funding Source: To the district



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**Recommended
Motion:**

Staff recommends approval. The site has been used as a park and community center for numerous years, which is a task best undertaken by the County.

**Attachments:
Nyeland Purchase
PSANyeland**

RIO SCHOOL DISTRICT

RESOLUTION NO. 1516/13

**APPROVING AN OPTION AND PURCHASE AND SALE AGREEMENT
BETWEEN RIO SCHOOL DISTRICT AND THE COUNTY OF VENTURA
FOR THE DISPOSITION OF THE NYELAND ACRES PROPERTY
(3334 SANTA CLARA AVENUE, OXNARD, CALIFORNIA 93036)**

**(EDUCATION CODE SECTIONS 17464 AND 17485, *ET SEQ.*, AND
GOVERNMENT CODE SECTIONS 54220, *ET SEQ.*)**

WHEREAS, the Board of Trustees (“Board”) for the Rio School District (“District”) appointed a surplus property advisory committee (“Committee”), in accordance with Education Code Sections 17487, *et. seq.*, to review that certain parcel of real property commonly referred to as the Nyeland Acres site, which is located at 3334 Santa Clara Avenue in Oxnard, California, identified by APN 149-0-071-210, and more particularly described in Exhibit “A” which is attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Committee reviewed the Property and recommended that the Property be classified as “surplus property,” that is, property which is currently not or will not in the foreseeable future be needed by the District for school classroom buildings; and

WHEREAS, the District passed and adopted Resolution No. 1415/08, at a regularly-held meeting of the Board on December 10, 2014, by which resolution the Board approved the Committee’s recommendation for determining that the Property is District surplus property, and set forth its intention to comply with the requirements of the Naylor Act (Education Code Sections 17485, *et seq.*), which applies to the proposed sale of the Property due to the presence of playgrounds and playing fields on the Property; and

WHEREAS, in accordance with Education Code Section 17492, the Board of Supervisors for the County of Ventura (“County”) found that the public lands in the vicinity of the Property are inadequate to meet the community’s existing and foreseeable needs for playground, playing field, and other recreational and open-space purposes, and further found that preservation of the Property for such purposes would benefit the community, all as set forth in Board of Supervisors Resolution No. 15-011, which was adopted by the Board of Supervisors on February 10, 2015; and

WHEREAS, the District passed and adopted Resolution No. 1415/14, at its regularly-held meeting of the Board on April 15, 2015, by which resolution the District set forth its intention to notify interested charter schools, certain public agencies and qualifying nonprofit

corporations of the District's desire to dispose of the Property, in accordance with Education Code Section 17464 and Government Code Sections 54220, *et seq.*; and

WHEREAS, the District subsequently complied with Education Code Section 17464 by notifying interested charter schools, certain public agencies and nonprofit corporations of the District's intent to sell the Property; and

WHEREAS, the District received a timely notice of interest in the Property from the County, which intends to utilize the Property as a park and community center; and

WHEREAS, the County intends to cause an election of the eligible residents of the Nyeland Acres community to form a community facilities district to cover certain costs of purchase and ongoing maintenance of the Property, with such election results to be tabulated and certified by February 29, 2016; and

WHEREAS, the County therefore elected to obtain an option to purchase the Property, pending the election results, as well as negotiate the terms and conditions of the County's prospective purchase of the Property; and

WHEREAS, the County and the District have successfully finalized good faith negotiations to accomplish such option and purchase and sale agreement; and

WHEREAS, at its regularly-held meeting on October 20, 2015, the County's Board of Supervisors approved the option and purchase and sale agreement; and

WHEREAS, in accordance with its intention set forth in Resolution No. 1415/08, the District will use any proceeds from the sale of the Property for the District's capital outlay or costs of maintenance expenses, as mandated by Education Code Section 17462, or for one-time general fund purposes, as authorized by Education Code Section 17463.7, or as otherwise permitted by law;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
 2. The Board hereby declares its intention to sell the Property to the County on terms and conditions set forth in the Option and Purchase and Sale Agreement between Rio School District and County of Ventura (the "Option and Purchase and Sale Agreement"), which is attached hereto as Exhibit B and incorporated herein by reference.
 3. The Board hereby delegates authority to the Superintendent, or the Superintendent's designee, to take such action as may be required to effect the purpose of this Resolution, including the execution of the Option and Purchase and Sale Agreement.
-

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 18th day of November, 2015 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ramon Rodriguez,
President of the Board of Trustees

EXHIBIT A
LEGAL DESCRIPTION OF NYELAND ACRES PROPERTY
(APN 149-0-071-210)

A part of Lot 65 as the same is designated and delineated upon that certain map entitled, "Map of the Rancho Santa Clara del Norte, Ventura County, California" (and recorded in the office of the County Recorder of said Ventura County in Book 3 of Miscellaneous Records (Maps) at page 26), and more particularly described as follows:

A part of Lot 65 of the Rancho Santa Clara del Norte as per map recorded in the office of the County Recorder in Book 3 of Miscellaneous Records (Maps) at page 26 and more particularly described and bounded as follows:

Beginning at a point in the easterly line of that certain County road sixty (60) feet wide known as Santa Clara Avenue and described as "Second" in the deed of A. Schiappa Pietra, et al., to Ventura County, dated January 26, 1891, and recorded in Book 32 of Deeds at page 617, from which the point of intersection of the easterly line of Santa Clara Avenue and the northerly line of Conejo Road as described in the deed of Samuel S. Furrer, et al., to the State of California, dated July 23, 1915, and recorded in Book 149 of Deeds at page 116, et seq., bears South 39° 40' West 1311.44 feet and running thence from said point of beginning:

- 1st: North 39° 40' East 267.15 feet with the easterly line of Santa Clara Avenue; thence leaving the said east line,
- 2nd: South 50° 20' East 417.60 feet to a point; thence,
- 3rd: South 39° 40' West 208.09 feet to a point; thence,
- 4th: North 58° 23' West 412.75 feet to the point of beginning and being Lots 22, 23 and 24 of Nyeland Acres, a subdivision not recorded.

Together with right of way in common with other property owners in the large tract known as "Nyeland Acres," of which said property is a part, over certain private roads in said tract, known as "Nyeland Ave." and "Eucalyptus Drive" to public highways.

EXHIBIT B
OPTION AND PURCHASE AND SALE AGREEMENT

**OPTION AND PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

BETWEEN

**RIO SCHOOL DISTRICT,
a political subdivision of the State of California ("Seller")**

and

**COUNTY OF VENTURA,
a political subdivision of the State of California ("Buyer")**

dated as of October __, 2015

**for that Certain Parcel of Real Property Identified by APN 149-0-071-210
(the "Property")**

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- Exhibit “A” – Legal Description of Property
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- Exhibit “C” – Preliminary Title Report
- Exhibit “D” – Grant Deed
- Exhibit “E” – Assignment and Bill of Sale
- Exhibit “F” – Certificate of Acceptance
- Exhibit “G” – Non-Foreign Affidavit

**OPTION AND PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

THIS OPTION AND PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is made and entered into as of this ____ day of October, 2015, by and between the Rio School District, a political subdivision of the State of California ("Seller"), and the County of Ventura, a political subdivision of the State of California ("Buyer"). Buyer and Seller are sometimes collectively referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is the owner of that certain improved real property, approximately 2.28 acres in size; identified by APN 149-0-071-210; located in the Nyeland Acres community, an unincorporated area of Ventura County, State of California; said land being more completely described in Exhibit "A" which is attached hereto and incorporated herein (the "Land"); and

WHEREAS, the Land is improved with certain fixtures and structures, including, without limitation, that certain building of approximately 4,050 square feet which previously operated as a school, together with various fields and paved areas (the "Improvements") (the Land and Improvements are collectively referred to hereinafter as the "Property"); and

WHEREAS, for several years, the Property has been used as an after-school and recreational site for the children of the Nyeland Acres community, with such activities currently operated by Boys and Girls Club of Greater Oxnard and Port Hueneme ("BGCOP"), pursuant to various Use of School Facilities Agreements between Seller and BGCOP, including that certain Agreement for Use of School Facilities between Seller and BGCOP, dated June 30, 2015; and

WHEREAS, Seller's Board of Trustees has declared the Property surplus and available for sale to certain public agencies in accordance with certain provisions of the Education Code and Government Code; and

WHEREAS, the Property has been used for outdoor recreational purposes for numerous years and is therefore subject to Education Code Sections 17485, *et seq.* (the "Naylor Act"); and

WHEREAS, in response to Seller's notice to public agencies of Seller's intent to dispose of the Property, Buyer conducted a due diligence investigation of the Property, which investigation included evaluating the feasibility of acquiring the Property for use as a park and community center for the Nyeland Acres community, assessing the physical condition of the Property, and reviewing various documents pertinent to the Property, including the Preliminary Title Report, the Phase I Report, and that certain Agreement for Use of School Facilities between Seller and BGCOP, dated June 30, 2015; and

WHEREAS, Buyer desires an option to purchase the Property and Seller desires to provide Buyer said option to purchase and, if the option is timely exercised, sell the Property to Buyer, all subject to certain conditions precedent specified herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

A. **DEFINITIONS:**

Certain capitalized terms used in this Agreement have the meanings defined below.

1. "**Agreement**" is defined in the preamble to this Agreement, and consists of this document and all identified exhibits attached hereto and incorporated by reference.
2. "**BGCOP**" is defined in the Recitals to this Agreement.
3. "**Buyer**" is defined in the preamble to this Agreement.
4. "**Community Facilities District**" means a district established in accordance with the Mello-Roos Community Facilities Act of 1982, codified in Government Code Sections 53311, *et seq.*, for the purpose of funding Buyer's acquisition and/or maintenance of the Property.
5. "**Close of Escrow**" means the date on which the Grant Deed is recorded, which shall in no event be later than one (1) business day following the Closing Date.
6. "**Closing Date**" means the date of Close of Escrow, which shall be March 29, 2016, provided that the Parties shall have the right to extend the Closing Date by written amendment to this Agreement in accordance with Section C(11) of this Agreement.
7. "**Election to Purchase Notice**" is defined in Section B(3) of this Agreement.
8. "**Escrow**" means the escrow established pursuant to this Agreement through which the purchase and sale of the Property shall be consummated.
9. "**Escrow Holder**" means Chicago Title Company, 500 E. Esplanade Drive, Suite 102, Oxnard, California 93036, attention Linda Hamilton.
10. "**Grant Deed**" means a grant deed to the Property in the form of Exhibit "D."
11. "**Hazardous Substance**" includes any substance, material, or waste that is regulated or classified as hazardous or toxic under federal, state or local laws and regulations.
12. "**Improvements**" is defined in the Recitals to this Agreement.
13. "**Land**" is defined in the Recitals to this Agreement.
14. "**New Exceptions**" is defined in Section C(4.1) of this Agreement.
15. "**Notice**" is defined in Section C(19) of this Agreement.

16. "Option Termination Notice" is defined in Section B(2) of this Agreement.
17. "Parties" and "Party" are defined in the preamble to this Agreement.
18. "Phase I Report" means that certain Phase I Environmental Site Assessment, dated October 16, 2014, which was prepared by AEI Consultants and which was ordered and reviewed by Buyer as part of Buyer's due diligence investigation of the Property.
19. "Preliminary Title Report" means that certain preliminary title report for the Property which was ordered and reviewed by Buyer as part of Buyer's due diligence investigation of the Property, with reference to Chicago Title Company Order No. 131501616-DH, and which is attached hereto as Exhibit "C."
20. "Property" is defined in the Recitals to this Agreement.
21. "Purchase Price" is defined in Section C(1) of this Agreement.
22. "Seller" is defined in the preamble to this Agreement.
23. "State" means the State of California.
24. "Title Company" means Chicago Title Company, 500 E. Esplanade Drive, Suite 102, Oxnard, California 93036, attention Denise Hume.

B. OPTION:

For the sum of One Hundred Dollars (\$100.00), payable by Buyer to Seller, Seller grants to Buyer the option to purchase the Property, subject to the following terms and conditions:

1. Buyer shall cause an election of the eligible residents of Ventura County Community Facilities District No. 2015-01 (Nyeland Acres Community Center) to approve a special tax to cover costs of capital improvements to the Property not covered by Buyer or through fund raising activities, and for the ongoing maintenance of the Property. The election shall be completed and results tabulated and certified by Buyer's Board of Supervisors no later than February 29, 2016.

2. If the election is not successful or, for any reason, is not held and certified before February 29, 2016, Buyer shall notify Seller by providing Seller a written termination notice ("Option Termination Notice"). This Agreement shall terminate upon Seller's receipt of the Option Termination Notice or on February 29, 2016 if Buyer has not by that date provided an Election to Purchase Notice to Seller, whichever occurs first in time.

3. Upon certification of successful election results, Seller may exercise its option to purchase the Property, in accordance with the terms and conditions of this Agreement, by providing Seller a written notice indicating Buyer's election to exercise its option to purchase the

Property ("Election to Purchase Notice"). Buyer shall provide the Election to Purchase Notice to Seller by February 29, 2016. If Buyer fails to provide an Election to Purchase Notice to Seller by February 29, 2016, then this Agreement shall terminate.

C. PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS:

1. PURCHASE PRICE; EXCLUSIONS:

1.1. If Buyer timely exercises its option to purchase the Property, Buyer agrees to pay and Seller agrees to accept as full payment for the Property the sum of Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00) (the "Purchase Price").

1.2. This Agreement does not include the purchase and sale of the following items which are specifically excluded from the Property and which shall remain the property of the Seller: (a) Seller's personal property that is located at the Property; (b) all accounts pertaining to the Property and all funds held therein, including, but not limited to, property management accounts, operating accounts, replacement and other reserve accounts, residential receipts accounts, utility deposit accounts, retainers, deposits and the like; (c) claims and/or judgments against third parties in favor of Seller; moneys payable to Seller by collection agencies; and deposits made with governmental authorities or utilities, rebates, refunds, prepayments, credits, rights of setoff and similar claims due Seller from third parties.

2. PAYMENT OF PURCHASE PRICE: The Purchase Price shall be payable in all cash at Close of Escrow, paid through Escrow by wire transfer or by certified cashier's check, which Buyer will deposit with Escrow Holder no later than March 28, 2016.

3. ESCROW: Within three (3) business days of Seller's receipt of the Election to Purchase Notice, the Parties shall open Escrow by delivering a fully executed copy of this Agreement and the Election to Purchase Notice to Escrow Holder. This Agreement shall constitute joint escrow instructions to Escrow Holder as well as the agreement of the Parties with respect to the purchase of the Property by Buyer from Seller. The Parties shall execute such additional escrow instructions, not inconsistent with this Agreement, as the Escrow Holder shall reasonably deem necessary for its protection, including Escrow Holder's general provisions, which are attached hereto as Exhibit "B" and made a part hereof. Escrow Holder is hereby appointed and designated to act as Escrow Holder and is authorized and instructed to deliver pursuant to this Agreement the documents and monies to be deposited into Escrow as hereinafter provided, employing a copy hereof as its escrow instructions. Escrow Holder is designated as the "real estate reporting person" for the purposes of Section 6045 of the Internal Revenue Code, as amended, and Treasury Regulation 1.6045-4, and any instructions or settlement statement prepared by Escrow Holder shall so provide. Escrow Holder shall be responsible for filing Form 1099-S with the Internal Revenue Service.

4. BUYER'S DUE DILIGENCE.

- 4.1. Title Inspection. The Parties expressly acknowledge that prior to the execution of this Agreement, Buyer, at its sole cost and expense, obtained and reviewed the Preliminary Title Report, which is attached hereto as Exhibit "C" and incorporated herein by reference. The Parties further expressly acknowledge that Buyer has no objections to the Preliminary Title Report. Any exceptions to title shown on any supplement to the Preliminary Title Report that may be issued from time to time, prior to Close of Escrow, by the Title Company (the "New Exceptions") shall be delivered to Buyer and Seller. Buyer shall notify Seller in writing of its approval or disapproval of such New Exceptions within five (5) days thereafter. Buyer's failure to notify Seller in writing within five (5) days of receipt of any supplement to the Preliminary Title Report of any New Exceptions contained therein shall constitute a waiver of such disapproval by Buyer. Seller shall notify Buyer in writing whether Seller elects to cause the Title Company to eliminate any disapproved New Exceptions within five (5) days after Seller receives Buyer's notice of the disapproved New Exceptions. Seller shall have thirty (30) days from receipt of the notice of the New Exceptions to cure any title defects. Seller's failure to timely respond to Buyer's notice of disapproved New Exceptions shall be deemed Seller's election not to eliminate the disapproved New Exceptions. If Seller elects not to eliminate such disapproved New Exceptions, Buyer shall notify Seller in writing within five (5) days thereafter that Buyer elects either to waive its disapproval or to terminate Escrow. Buyer's failure to timely notify Seller in writing of its decision with respect to any disapproved New Exceptions that Seller has chosen not to eliminate shall constitute a waiver of such disapproved New Exceptions by Buyer. If Buyer elects to terminate Escrow in accordance with the provisions of this Section C(4.1), then Escrow Holder shall immediately return all documents, instruments and moneys to the Party that deposited same. If the Parties agree to resolve any new title issues in accordance with the provisions of this Section C(4.1), then the Parties shall agree in writing to extend the Closing Date as set forth in Section C(11).
- 4.2. Physical Inspection of Property. The Parties expressly acknowledge that prior to the execution of this Agreement, Buyer, at its sole cost and expense, conducted a physical examination of the Property and, subject to the terms of Section 8 below, accepts the Property "AS IS." provided that Seller has agreed to make certain accommodations to the Property prior to Close of Escrow. Prior to Close of Escrow, Buyer shall have the right to inspect the Property to ensure that said accommodations are satisfactorily completed.
- 4.3. Document Review. The Parties expressly acknowledge that prior to the execution of this Agreement, Buyer, at its sole cost and expense, obtained and reviewed the Phase I Report. The Parties further expressly acknowledge that Buyer has no objections to the Phase I Report, and that

Buyer has elected not to order a phase II environmental assessment report or conduct any additional review of the physical condition of the Property. Seller shall provide Buyer with copies of documents concerning the Property in Seller's possession.

5. **ESCROW AND OTHER COSTS AND FEES; PRORATIONS:** Seller shall pay for one-half (1/2) of the Escrow fees, any transfer taxes and other costs properly chargeable at the Close of Escrow. Buyer shall pay one-half (1/2) of the Escrow fees and other costs properly chargeable at the Close of Escrow. All bonds, monetary liens and assessments against the Property arising before Close of Escrow shall be paid by Seller at the Close of Escrow. At least three (3) days before the Closing Date, Escrow Holder shall notify Seller and Buyer in writing of their respective shares of any costs and fees.

6. **TITLE INSURANCE:** Seller shall cause to be issued to Buyer at Seller's expense at the Close of Escrow a CLTA standard coverage owner's policy of title insurance issued by Chicago Title Insurance Company with a liability equal to the Purchase Price and insuring Buyer to be the vested owner of the Property described in Exhibit "A." The Close of Escrow is subject to and contingent upon issuance of said policy of title insurance.

7. **DEPOSIT OF DOCUMENTS AND FUNDS:** The following items shall be deposited into Escrow to be delivered, processed and recorded as hereafter provided. Each document where required shall be executed by the respective Party and duly notarized (where appropriate).

7.1. **DEPOSITS BY SELLER.** No later than one (1) business day before the Closing Date, Seller shall deposit with Escrow Holder:

7.1.1. The Grant Deed to the Property described in Exhibit "D," duly executed by Seller;

7.1.2. An Assignment and Bill of Sale in the form attached hereto as Exhibit "E," duly executed by Seller;

7.1.3. A Non-Foreign Affidavit, in the form attached hereto as Exhibit "G," duly executed by Seller; and

7.1.4. Any other documents as may otherwise be necessary to reasonably required by Escrow Holder to effect the sale, conveyance, and delivery of the Property to Buyer.

7.2. **DEPOSITS BY BUYER.** No later than one (1) business day before the Closing Date, Buyer shall deposit with Escrow Holder:

7.2.1. Immediately available funds equivalent to the Purchase Price, in accordance with Section C(1) hereof;

- 7.2.2. Buyer's share of the closing costs and fees, in accordance with Section C(4) hereof;
- 7.2.3. A Certificate of Acceptance, in the form attached hereto as Exhibit "F," duly executed by Buyer; and
- 7.2.4. Such other documents as may be necessary or reasonably required by Escrow Holder to effect the sale, conveyance, and delivery of the Property to Buyer.

8. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller warrants and represents to Buyer that the following are true and correct as of the date hereof and as of the Closing Date as if made anew at such time, with which Escrow Holder is not to be liable or concerned in any way:

- 8.1. Seller is a political subdivision of the State, duly organized, validly existing and in good standing under the laws of the State. Seller owns the Property in fee simple.
- 8.2. The individual executing this Agreement on behalf of Seller is duly authorized to execute and deliver this Agreement on behalf of Seller.
- 8.3. Seller has no actual knowledge of any title defects not shown on the Preliminary Title Report attached hereto as Exhibit "C".
- 8.4. Seller has no actual knowledge that there are any condemnation or similar proceedings affecting the Property, or any part thereof, and Seller has not received any written notice, and has no knowledge, that any such proceeding is contemplated.
- 8.5. Seller has no actual knowledge that there is any action, proceeding or claim affecting Seller or the Property relating to or arising out of the ownership, management, operation, or use or occupancy of the Property pending or being prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality nor, to the knowledge and belief of Seller, has any such action been asserted.
- 8.6. Seller has no actual knowledge that there are any violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting any portion of the Property, and no written notice of any such violation has been issued by any governmental authority that purports to require corrections be made by Seller.
- 8.7. All authorizations necessary for Seller's execution of these escrow instructions have been obtained, and the execution of these escrow

instructions and the performance of the various obligations set forth herein and the acts contemplated herein shall not constitute a breach of any law or administrative rule.

- 8.8. Neither these escrow instructions nor anything provided to be done hereunder including, without limitation, the transfer, assignment and sale of the Property herein contemplated, violates or shall violate any written or oral contract, agreement or instrument to which Seller is a party or which affects the Property or any part thereof.
- 8.9. Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition requested by or for the benefit of Seller's creditors, (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition of its creditors generally.
- 8.10. To Seller's actual knowledge, Seller has disclosed to Buyer all material information in Seller's possession, if any, about the existence of any Hazardous Substances in, at, on, under or about the Property; provided, however, that Seller makes no representations with respect to environmental or other conditions of the Property or the existence of any Hazardous Substances. If Buyer purchases the Property, Buyer shall take the Property "as is" (subject to the representations and warranties of this Section 8). Seller assigns to Buyer, effective upon Close of Escrow, all claims, counterclaims, defenses or actions, whether at common law, or pursuant to any other applicable federal or state or other laws which Seller may have against any third parties relating to the existence of any Hazardous Substance in, at, on, under or about the Property.
- 8.11. None of the representations or warranties herein, nor any document, statement, certificate, schedule or other information furnished or to be furnished to Buyer pursuant hereto or in connection with the transaction contemplated herein, contains, or will as of the Close of Escrow contain, any untrue statement of a material fact or omits, or will as of the Close of Escrow omit, to state a material fact necessary to make the statements of facts contained therein not misleading.
- 8.12. Seller agrees to maintain the Property, during the term of Escrow, in its present condition, act of God and other casualty excepted.

All representations and warranties of Seller set forth in this Agreement shall survive the Close of Escrow and recordation of the Grant Deed for a period of four (4) years. Seller shall be in material

default if Seller is unable to make such representations and warranties truthfully as of the Closing Date.

9. **REPRESENTATIONS AND WARRANTIES OF BUYER:** Buyer warrants and represents to Seller that the following are true and correct as of the date hereof and as of the Closing Date as if made anew at such time, with which Escrow Holder is not to be liable or concerned in any way:

- 9.1. Buyer is a political a political subdivision of the State, duly organized, validly existing and in good standing under the laws of the State.
- 9.2. The individual executing this Agreement on behalf of Buyer is duly authorized to execute and deliver this Agreement on behalf of Buyer.
- 9.3. Neither these escrow instructions nor anything provided to be done hereunder including, without limitation, the transfer, assignment and sale of the Property herein contemplated, violates or shall violate any written or oral contract, agreement or instrument to which Buyer is a party or which affects the Property or any part thereof.
- 9.4. Buyer has no actual knowledge that there is any action, proceeding or claim affecting Buyer or relating to or arising out of Buyer's purchase of the Property, and to Buyer's actual knowledge, there are no actions, suits, or proceedings pending or threatened against Buyer which question the legality or propriety of the transactions contemplated by this Agreement.
- 9.5. Buyer has examined the Property; is familiar with its physical condition, including, but not limited to, those matters set forth in the Phase I Report; and, subject to the terms of Section 8, accepts the Property in an "as is" condition. Seller has not made and does not make any representations as to the physical condition of the Property (other than as set forth in Section 8).
- 9.6. Buyer has examined the Preliminary Title Report and has no objections to any title matters set forth therein.

All representations and warranties of Buyer set forth in this Agreement shall survive the Close of Escrow and the recordation of the Grant Deed for a period of four (4) years. Buyer shall be in material default if Buyer is unable to make such representations and warranties truthfully as of the Closing Date.

10. **ADDITIONAL DOCUMENTS:** Buyer and Seller agree to execute all additional documents and instruments as in the opinion of the Title Company are reasonably necessary to the proper consummation of this transaction.

11. **CLOSE OF ESCROW:** The Close of Escrow shall take place at the offices of Escrow Holder at 500 E. Esplanade Drive, Suite 102, Oxnard, California, 93036, by the Closing

Date, provided that Escrow Holder shall have received the documents and monies required to be deposited into Escrow as set forth herein, and such other instruments of conveyance as to enable Escrow Holder to secure the policy of title insurance referred to above. The Parties shall have the right to extend the Closing Date to address any New Exceptions to title as set forth in Section C(4.1), cure any representations and warranties matters as set forth in Section C(15.1) and Section C(16.1), or for any other mutually-agreed upon reason. In the event Escrow is ready to close, Escrow Holder shall record or cause to be recorded in the office of the County Recorder of Ventura, California, the Grant Deed in favor of Buyer no later than one (1) business day following the Closing Date.

12. TRANSFER OF POSSESSION AND OPERATION OF THE PROPERTY PRIOR TO CLOSE OF ESCROW:

- 12.1. Transfer of possession of the Property shall occur at the recording of the Grant Deed to Buyer.
- 12.2. Subject to acts of God, other casualty and matters beyond the control of Seller, between the date hereof and the Close of Escrow, Seller shall maintain the Property in accordance with service contracts and any other agreements affecting the Property and in such manner so as to preserve the present condition of the Property. Provided Buyer is not in default under this Agreement, Seller shall not enter into any leases for all or any part of the Property prior to Close of Escrow without the consent of Buyer.

13. DAMAGE AND DESTRUCTION: If the Property is damaged prior to the Close of Escrow, this Agreement shall not be affected and Escrow shall close as otherwise provided herein, except Seller shall assign to Buyer all rights to insurance proceeds that relate to repairs and restoration. Buyer may participate in settlement negotiations with any insurance company. During the pendency of this Agreement, Seller shall continue to maintain in effect all existing insurance policies affecting the Property. With respect to and in satisfaction of Seller's insurance obligations under this Section C(13), Seller is a member of Ventura County Schools Self-Funding Authority, a joint powers authority self-funding insurance pool and program.

14. CONDEMNATION:

- 14.1. If prior to the Closing Date, all of the Property is taken by eminent domain, or is the subject of a pending takings action that has not been consummated, Seller shall immediately notify Buyer of the event. In this event, this Agreement shall be immediately terminated, neither Party shall have any rights or responsibilities to the other, and each Party shall pay one-half (1/2) of any Escrow cancellation charges.
- 14.2. If, prior to the Closing Date, a material portion but not all of the Property is taken by eminent domain, or is the subject of a pending takings action that has not yet been consummated, Seller shall immediately notify Buyer of this event. Buyer shall then have the right to terminate this Agreement by

written notice to Seller delivered within two (2) business days after Buyer's receipt of this notice. If Buyer elects not to exercise the right to terminate pursuant to this Section, Seller shall assign and deliver to Buyer, and Buyer shall be entitled to receive, all awards, otherwise payable to Seller, for the taking by eminent domain. If Buyer elects to proceed with the purchase of the Property then the Parties shall proceed to the Close of Escrow pursuant to the terms of this Agreement, except as necessitated by the eminent domain action, and without any reduction in the Purchase Price. If Buyer terminates this Agreement pursuant to this Section, neither Party shall have any rights or responsibilities to the other, and each Party shall pay one-half (1/2) of any Escrow cancellation charges.

15. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS: All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Close of Escrow, of each of the following, each of which is for the benefit of Buyer and any or all of which may be waived by Buyer:

- 15.1. Buyer does not discover any material error, misstatement or omission in the representations and warranties made by Seller. In this regard should Buyer claim any such error, misstatement or omission, Buyer shall immediately upon discovery of same notify Seller thereof in writing setting forth with reasonable specificity the claimed breach. Seller shall have sixty (60) days to cure or otherwise resolve the claimed breach with Buyer, in which event Close of Escrow shall be extended pro rata.
- 15.2. At the Close of Escrow, no suit, action or other proceeding shall be pending or threatened before any court or other governmental agency in which it is sought to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transaction herein provided for.
- 15.3. Seller shall have performed and complied with all agreements and conditions required by this Agreement prior to or at the Close of Escrow.

16. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS: The Close of Escrow and Seller's obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions, each of which is for the benefit of Seller and any or all of which may be waived by Seller:

- 16.1. Seller does not discover any material error, misstatement or omission in the representations and warranties made by Buyer herein. In this regard should Seller claim any such error, misstatement or omission, Seller shall immediately upon discovery of same notify Buyer thereof in writing setting forth with reasonable specificity the claimed breach. Buyer shall have sixty (60) days to cure or otherwise resolve the claimed breach with Seller, in which event Close of Escrow shall be extended pro rata.

16.2. At the Close of Escrow, no suit, action or other proceeding shall be pending or threatened before any court or other governmental agency in which it is sought to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transaction herein provided for.

16.3. Buyer shall have performed and complied with all agreements and conditions required by this Agreement prior to or at the Close of Escrow, including, but not limited to, the payment of the Purchase Price.

17. FURTHER ASSURANCES: In addition to the documents and instruments to be delivered as herein provided, each of the Parties hereto shall, from time to time at the request of the other Party, execute and deliver to the other Party such other instruments of transfer, conveyance and assignment and shall take such other action as may be required to more effectively carry out the terms of this Agreement and/or to transfer and assign to Buyer, and put Buyer in possession of, the Property.

18. SPECIFIC PERFORMANCE AND OTHER REMEDIES: The Parties understand that the Property is unique and for that reason, among others, the Buyer will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning Seller's obligation to sell the Property to Buyer, such obligation shall be enforceable in a court of equity by a decree of specific performance or by injunction. Notwithstanding the foregoing, Seller may terminate this Agreement if Buyer has not purchased the Property by June 1, 2016 and the Parties have not extended Close of Escrow pursuant to Section C(11). Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other legal remedies the Parties may have.

19. METHOD AND PLACE OF GIVING NOTICE: All notices, consents, requests, demands, approvals, waivers and other communications desired or required to be given hereunder (referred to collectively as "notice") shall be in writing and signed by the Party so giving notice, and shall be effective when personally delivered or forty-eight (48) hours after deposit in the United States mail, as certified or registered mail, return receipt requested, first class postage and fees prepaid, addressed as set forth below:

If to Buyer: County of Ventura
800 S. Victoria Avenue
Ventura, California 93009
Attn: Keith B. Filegar
Manager Real Estate Services

With a copy to: County Counsel
800 S. Victoria Avenue
Ventura, California 93009
Attn: Roberto R. Orellana
Assistant County Counsel

If to Seller: Rio School District
2500 E. Vineyard Avenue
Oxnard, California 93036
Attn: John D. Puglisi
Superintendent

With a copy to: Myers, Widders, Gibson, Jones & Feingold, L.L.P.
5425 Everglades Street
Ventura, California 93003
Attn: Monte L. Widders
Special Counsel for Rio School District

If to Escrow Holder: Chicago Title Company
500 E Esplanade Drive, Suite 102
Oxnard, California 93036
Attn: Linda Hamilton
Senior Escrow Officer

A Party entitled to receive notice hereunder may, from time to time, change its address for receiving notices by given written notice thereof in the manner provided above.

20. TIME OF THE ESSENCE: Time is expressly declared to be of the essence of this Agreement and of every provision hereof in which time is an element. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If the Closing Date or any other date or time period provided for in this Agreement is or ends on a Saturday, Sunday, or federal, State, or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday, or federal, State, or legal holiday.

21. NUMBER AND GENDER: Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership or limited liability company.

22. EXECUTION IN COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature page thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or email provided that the original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

23. GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State, applied to contracts made

in the State to be wholly performed in the State. Any legal proceeding with respect to this Agreement shall be filed in the appropriate court in Ventura County, California.

24. NOMINEES; BENEFIT AND BURDEN: This Agreement may not be assigned by Buyer without Seller's prior written consent. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, successors and assigns.

25. SEVERABILITY: In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

26. WAIVER AND AMENDMENT: No breach of any provision hereof can be waived unless in a writing signed by the Parties. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all Parties hereto.

27. CAPTIONS AND INTERPRETATION: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way shall be deemed to legally define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision of this Agreement is to be interpreted for or against either Party because that Party or its legal representative drafted such provision.

28. LOCATIVE ADVERBS: Whenever in this Agreement locative adverbs such as "herein" and "hereunder" are used, the same shall be made in reference to this Agreement in its entirety and not to any specific Article, section, subsection, subpart, paragraph, or subparagraph.

29. INDEMNITY: Seller shall indemnify, hold harmless and defend Buyer from and against all claims or suits arising out of the ownership and/or operation of the Property prior to the Close of Escrow. Buyer shall similarly indemnify, hold harmless and defend Seller against all claims or suits arising out of the ownership and/or operation of the Property after the Close of Escrow. The indemnifying Party shall have the right to defend any such action affecting the other Party with counsel of the indemnifying Party's choice, but subject to the approval of the other Party, and at the indemnifying Party's sole cost and expense. Each Party shall promptly give notice, as defined in Section C(19) hereof, to the other Party on its receipt of any potential claim or suit.

30. INTEGRATION: This Agreement, all attached exhibits, and all related documents referred to in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no oral or parol agreements that are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement.

31. INCORPORATION OF EXHIBITS: All exhibits to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first hereinabove written.

SELLER:

Rio School District, a political subdivision
of the State of California

By: _____
John D. Puglisi, Superintendent

Approved as to form:

Monte L. Widders, Special District Counsel

BUYER:

County of Ventura, a political subdivision of
the State of California

By: Anthony J. Song

ATTEST: MICHAEL POWERS
Clerk of the Board of Supervisors
County of Ventura, State of California

By: Michael Powers
Chief Deputy Clerk of the Board



EXHIBIT "A"
LEGAL DESCRIPTION

A part of Lot 65 as the same is designated and delineated upon that certain map entitled, "Map of the Rancho Santa Clara del Norte, Ventura County, California" (and recorded in the office of the County Recorder of said Ventura County in Book 3 of Miscellaneous Records (Maps) at page 26, and more particularly described as follows:

A part of Lot 65 of the Rancho Santa Clara Del Norte as per map recorded in the office of the County Recorder in Book 3 of Miscellaneous Records (Maps) at page 26 and more particularly described and bounded as follows:

Beginning at a point in the easterly line of that certain County road sixty (60) feet wide known as Santa Clara Avenue and described as "Second" in the deed of A. Schiappa Pietra, et al., to Ventura County, dated January 26, 1891, and recorded in Book 32 of Deeds at page 617, from which the point of intersection of the easterly line of Santa Clara Avenue and the northerly line of Conejo Road as described in the deed of Samuel S. Furrer, et al., to the State of California, dated July 23, 1915, and recorded in Book 149 of Deeds at page 116, et seq., bears South 39° 40' West 1311.44 feet and running thence from said point of beginning:

- 1st: North 39° 40' East 267.15 feet with the easterly line of Santa Clara Avenue; thence leaving the said east line,
- 2nd: South 50° 20' East 417.60 feet to a point; thence,
- 3rd: South 39° 40' West 208.09 feet to a point; thence,
- 4th: North 58° 23' West 412.75 feet to the point of beginning and being Lots 22, 23 and 24 of Nyeland Acres, a subdivision not recorded.

Together with right of way in common with other property owners in the large tract known as "Nyeland Acres," of which said property is a part, over certain private roads in said tract, known as "Nyeland Ave." and "Eucalyptus Drive" to public highways.

EXHIBIT "B"
ESCROW HOLDER'S INSTRUCTIONS

EXHIBIT "C"
PRELIMINARY TITLE REPORT

EXHIBIT "D"
GRANT DEED

RECORDED REQUESTED BY:
Chicago Title Company

Escrow Order No.: _____

WHEN RECORDED MAIL DOCUMENT TO:
County of Ventura
800 S. Victoria Avenue
Ventura, California 93009
Attention: _____

Transfer Tax Not Applicable: R&T Code 11922
Exempt from Recording Fees: Gov. Code 27383

APN 149-0-071-210

Space Above for Recorder's Use Only

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, does hereby grant to, **COUNTY OF VENTURA**, a political subdivision of the State of California, the real property described on Exhibit "1" attached hereto and incorporated herein by reference, together with all appurtenant improvements, rights, easements, tenements and estates.

Dated: _____, 2015

RIO SCHOOL DISTRICT,
a political subdivision of the State of California

By: _____
Dr. John Puglisi, Superintendent

EXHIBIT "1" TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY (APN 149-0-071-210)

A part of Lot 65 as the same is designated and delineated upon that certain map entitled, "Map of the Rancho Santa Clara del Norte, Ventura County, California" (and recorded in the office of the County Recorder of said Ventura County in Book 3 of Miscellaneous Records (Maps) at page 26, and more particularly described as follows:

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- 2nd: South 50° 20' East 417.60 feet to a point; thence,
- 3rd: South 39° 40' West 208.09 feet to a point; thence,
- 4th: North 58° 23' West 412.75 feet to the point of beginning and being Lots 22, 23 and 24 of Nyeland Acres, a subdivision not recorded.

Together with right of way in common with other property owners in the large tract known as "Nyeland Acres," of which said property is a part, over certain private roads in said tract, known as "Nyeland Ave." and "Eucalyptus Drive" to public highways.

EXHIBIT "E"
ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale is made as of _____, 2015 by **RIO SCHOOL DISTRICT**, a political subdivision of the State of California ("**Assignor**"), in favor of **COUNTY OF VENTURA**, a political subdivision of the State of California ("**Assignee**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, grants, delivers, transfers and assigns to Assignee, without representation or warranty of any kind whatsoever, all of Assignor's right, title and interest in, to and under any and all of the following items, to the extent that they are related to that certain Property located in the County of Ventura, State of California, which is more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference ("**Property**"):

(a) All governmental zoning, use, occupancy and operating permits, development agreements and entitlements, and all other government permits, licenses, approvals and certificates obtained in connection with the Property; and

(b) All plans and specifications for buildings, structures and fixtures located on the Property, whether existing or anticipated.

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignor and Assignee, respectively.

RIO SCHOOL DISTRICT,
a political subdivision of the State of California

By: _____
Dr. John D. Puglisi, Superintendent

By: _____
Kristen Pifko, Assistant Superintendent

"Assignor"

EXHIBIT "1" TO ASSIGNMENT AND BILL OF SALE

**LEGAL DESCRIPTION OF PROPERTY
(APN 149-0-071-210)**

A part of Lot 65 as the same is designated and delineated upon that certain map entitled, "Map of the Rancho Santa Clara del Norte, Ventura County, California" (and recorded in the office of the County Recorder of said Ventura County in Book 3 of Miscellaneous Records (Maps) at page 26, and more particularly described as follows:

A part of Lot 65 of the Rancho Santa Clara Del Norte as per map recorded in the office of the County Recorder in Book 3 of Miscellaneous Records (Maps) at page 26 and more particularly described and bounded as follows:

Beginning at a point in the easterly line of that certain County road sixty (60) feet wide known as Santa Clara Avenue and described as "Second" in the deed of A. Schiappa Pietra, et al., to Ventura County, dated January 26, 1891, and recorded in Book 32 of Deeds at page 617, from which the point of intersection of the easterly line of Santa Clara Avenue and the northerly line of Conejo Road as described in the deed of Samuel S. Furrer, et al., to the State of California, dated July 23, 1915, and recorded in Book 149 of Deeds at page 116, et seq., bears South 39° 40' West 1311.44 feet and running thence from said point of beginning:

- 1st: North 39° 40' East 267.15 feet with the easterly line of Santa Clara Avenue; thence leaving the said east line,
- 2nd: South 50° 20' East 417.60 feet to a point; thence,
- 3rd: South 39° 40' West 208.09 feet to a point; thence,
- 4th: North 58° 23' West 412.75 feet to the point of beginning and being Lots 22, 23 and 24 of Nyeland Acres, a subdivision not recorded.

Together with right of way in common with other property owners in the large tract known as "Nyeland Acres," of which said property is a part, over certain private roads in said tract, known as "Nyeland Ave." and "Eucalyptus Drive" to public highways.

EXHIBIT "F"
CERTIFICATE OF ACCEPTANCE

COUNTY OF VENTURA
CERTIFICATE OF ACCEPTANCE OF DEED OR GRANT

This is to certify that the interest in real property conveyed by the deed or grant dated , 2016, from the Rio School District, a political subdivision of the State of California to the County of Ventura, is hereby accepted by the undersigned officer on behalf of the County of Ventura, pursuant to authority conferred by resolution of the Board of Supervisors on April 7, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Janice Turner, Director
Central Services
Authorized Officer

EXHIBIT "G"
NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of an U.S. Property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of an U.S. Property interest by *RIO SCHOOL DISTRICT*, a political subdivision of the State of California ("Transferor"), the undersigned certifies the following on behalf of Transferor:

(i) Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

(ii) Transferor's U.S. employer identification number is 95-6002550; and

(iii) Transferor's office address is 2500 East Vineyard Avenue, Oxnard, California 93036.

(iv) Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification, to the best of my knowledge and belief it is true, correct, and complete. I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 2015

RIO SCHOOL DISTRICT,
a political subdivision of the State of California

By: _____
Dr. John D. Puglisi, Superintendent

By: _____
Kristen Pifko, Assistant Superintendent

"Transferor"

10.3



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 10.3. Consideration of Resolution 1516/14 Approving a Purchase and Sale Agreement between Rio School District and Riverpark A LLC for the acquisition of the Riverpark School site (APNs 132-0-110-015 and 132-0-100-265).

Speaker: Dr. John Puglisi, Superintendent

Rationale: Riverpark A, LLC is the developer of the Riverpark community. Riverpark A, LLC began construction of the Riverpark community several years ago, and expects to finalize construction of the community within the near future. In order to mitigate the impacts on school facilities from certain residential units entitled by the Riverpark Specific Plan, the District and Riverpark A, LLC entered into a School Facilities Mitigation Agreement, dated October 15, 2002, pursuant to which Riverpark A, LLC agreed to construct three separate school facilities, including two elementary schools and a junior high school. All three schools are designated as school sites on the Riverpark Specific Plan. Riverpark A, LLC has already constructed and conveyed to the District two school sites: Rio del Mar Elementary School and Rio Vista Middle School.

Subsequently, Riverpark A, LLC and the District entered into additional agreements regarding the timing of the construction of the third school, which was designated as an elementary school. Based upon the expertise of several independent consultants, the parties determined that it is highly unlikely the Riverpark community, even at full buildout, will generate sufficient numbers of elementary school students to populate the third school. Furthermore, the District reevaluated its needs and decided it was in the best interest of the District and its students to construct a K-8 school for the benefit of students in the Riverpark community and other areas within the District's jurisdiction. Therefore, in August 2014, the parties entered into a First Amended School Facilities Mitigation Agreement. Under the terms of the First Amended School Facilities Mitigation Agreement, Riverpark A LLC agreed to sell the third school site to the District at fair market value with the funding to be used for the site acquisition limited to certain State funding sources. The third school site now includes the original school site and an adjacent ancillary site. The parties also agreed that Riverpark A LLC would deliver the site to the District in construction ready condition, thereby significantly decreasing the District's school construction costs. The parties have now finalized negotiations regarding the terms of the purchase and sale agreement, all in accordance with the First Amended School Facilities Mitigation Agreement.

Financial Impact: Fiscal Impact: Purchase price of \$4,150,000.00



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Funding Source: State funding sources with no impact on the General Fund or other district funds.

Recommended
Motion:

Staff recommends approval.

Attachments:
RP Sale Agmt

RIO SCHOOL DISTRICT

RESOLUTION NO. # 1516/14

**APPROVING A PURCHASE AND SALE AGREEMENT
BETWEEN RIO SCHOOL DISTRICT AND RIVERPARK A LLC
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY
LOCATED IN THE RIVERPARK COMMUNITY
(IDENTIFIED BY APNs 132-0-110-015 and 132-0-
100-265)**

WHEREAS, Riverpark A, LLC is the developer of certain 702-acre mixed-use community in Oxnard, California, which is commonly referred to as the Riverpark community; and

WHEREAS, development of the RiverPark community commenced numerous years ago and is still being constructed in accordance with the Riverpark Specific Plan; and

WHEREAS, in order to mitigate the impacts on school facilities from certain residential units entitled by the Riverpark Specific Plan, Rio School District ("District") and Riverpark A, LLC entered into that certain School Facilities Mitigation Agreement, dated October 15, 2002, pursuant to which Riverpark A, LLC agreed to construct three separate school facilities, including two elementary schools and a junior high school, all of which are designated as school sites on the Riverpark Specific Plan; and

WHEREAS, in accordance with the School Facilities Mitigation Agreement, Riverpark A, LLC constructed the Rio Del Mar Elementary School and Rio Vista Middle School and conveyed both schools to the District; and

WHEREAS, the Parties entered into certain additional agreements regarding the timing of the construction for the third school; and

WHEREAS, the District subsequently reevaluated its needs and determined that it was in the best interest of the District and its students to construct a K-8 school for the benefit of students in the Riverpark community and other areas within the District's jurisdiction, instead of another elementary school solely for the benefit of students in the Riverpark community; and

WHEREAS, Riverpark A, LLC and the District executed that certain First Amended and Restated School Facilities Mitigation Agreement, dated as of August 21, 2014, pursuant to which the parties agreed that Riverpark A, LLC would provide the District with an option to purchase the third school site (the "School Site"), which is identified by APNs 132-0-110-01 and 132-0-100-26, from Riverpark A, LLC at an independently-appraised fair market value; further agreed that Riverpark A, LLC deliver the School Site in construction ready condition; and further agreed that the only funding to be used for the acquisition of the School Site is limited to certain

State funding sources; and

WHEREAS, the District has elected to exercise its option to purchase the School Site; and the parties have concluded negotiations for the purchase and sale agreement in accordance with the terms and conditions set forth in First Amended and Restated School Facilities Mitigation Agreement;

NOW, THEREFORE, be in hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby declares its intention to acquire the School Site from Riverpark A, LLC on the terms and conditions set forth in the Purchase and Sale Agreement between Rio School District and Riverpark A, LLC (the "Purchase and Sale Agreement"), which is attached hereto as Exhibit A and incorporated herein by reference.
3. The Board hereby delegates authority to the Superintendent, or the Superintendent's designee, to take such action as may be required to effect the purpose of this Resolution, including the execution of the Purchase and Sale Agreement.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 18th day of November, 2015 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ramon Rodriguez,
President of the Board of Trustees

EXHIBIT A
PURCHASE AND SALE AGREEMENT

10.4



Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 10.4. Approval of Contract with CSBA to Provide a Governance Leadership Workshop, January 9, 2016

Speaker: Dr. John Puglisi, Superintendent

Rationale: CSBA will provide a Governance Leadership Workshop on January 16 2015.

Financial Impact: Financial Impact: \$2000.00 plus reasonable travel expenses

Funding Source: General Fund

**Attachments:
Governance Leadership Workshop**

California School Boards Association

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as "CSBA" and Rio School District hereinafter referred to as "District."

CSBA agrees to provide a Governance Leadership workshop. The workshop will be completed no later than June 30, 2016.

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Rio School District as requested by CSBA;
- b. provide appropriate facilities for each session; and
- c. provide necessary food and refreshments.

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

- a. provide any necessary copyrighted course materials as needed for the Governance consulting workshop;
- b. conduct phone interviews with board members and superintendent as appropriate;
- c. perform the agreed upon Governance consulting services;
- d. provide summary materials from the Governance consulting services.

3. COMPENSATION AND OTHER EXPENSES

3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2,000, plus reasonable travel expenses.

3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.

4. **CONTRACT TERMINATION**

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2016, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. **GENERAL PROVISIONS**

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

| | | |
|--|--|--|
| Board President | John D. Puglisi, Ph.D. Superintendent | Naomi Eason, Ed.D Assistant Executive Director, Member Services |
| Rio School District | Rio School District | California School Boards Association |
| 2500 Vineyard Ave Oxnard, CA 93036 Phone: (805) 485-3111 | 2500 Vineyard Ave Oxnard, CA 93036 Phone: (805) 485-3111 | 3251 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 371-3407 |

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

RIO SCHOOL DISTRICT

BY: _____ DATED: _____
_____, Board President

BY: _____ DATED: _____
John D. Puglisi, Ph.D., Superintendent

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: Naomi Eason DATED: 8/1/15
Naomi Eason, Ed.D.
Assistant Executive Director,
Member Services

10.5



Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 10.5. CSEA, Chapter 329 Sunshine Proposal for Negotiations with RSD for the 15/16 school year

Speaker: Carolyn Bernal, Director of Human Resource

Quick Summary /

Abstract:

Rationale:

Pursuant to the provisions of Government Code Section 3547, the Governing Board must formally inform the public, through notice of and by conducting a Public Meeting, to receive input from the community prior to the initiation of negotiations.

Accordingly, CSEA, Chapter 329 sunshine proposals for negotiations to commence the 15/16 negotiations cycle is recommended for adoption after a Public Meeting is held at a regular meeting of the Governing Board on November 18, 2015.

Financial Impact: None

Recommended Motion: It is recommended the board approve CSEA, Chapter 329 sunshine proposal for negotiations with RSD for the 15/16 school year.

Attachments:

CSEA Sunshine Agmt

The California School Employees Association and its Rio Chapter 329 (CSEA)

To

Rio School District

Initial Proposal for 2016 Successor Agreement

Article 4 – Salary: CSEA seeks an equitable and fair salary increase across the salary schedule.

Article 6 – Employee Benefits: CSEA seeks to maintain competitive and affordable health benefits that protect District employees and their families.

Article 2 – Association Rights: CSEA seeks strengthen the rights of the exclusive representative with the addition of union orientation or a collaborative new employee orientation.

CSEA has an interest in evaluating and changing the salary schedule placement of Behavior Specialists.

CSEA has an interest in negotiating restorations of value and/or hours to the bargaining unit to bring the bargaining unit closer to its pre-2008 value and/or work and to acknowledge the increasing size and complexity of District operations.

CSEA has an additional interest in renegotiating the Memorandum of Agreement regarding the term of the agreement. In addition, in the spirit of collaboration, additional articles may be reopened as mutually agreed to between the parties.

10.6



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

- Agenda Item:** 10.6. Approval of the Memorandum of Understanding Between the Rio School District and the University of California, Santa Barbara MESA Program
- Speaker:** Oscar Hernandez, Assistant Superintendent of Educational Services
- Quick Summary / Abstract:** The MESA Program is a new pilot STEAM initiative that investigates outcomes related to Afterschool Program effectiveness.
- Rationale:**
- MESA is open to first generation college-bound and/or low income students in grades 6-12. Supervised by school-site Advisors who are guided by UCSB MESA Coordinators, MESA students meet regularly at their schools to work on hands-on Science, Technology, Engineering & Math (STEM) activities and to prepare their MESA projects. Key MESA competitions include Prosthetic Arm National Challenge, packed Egg Drop, Bridges, Mousetrap Cars, Gliders, & Mathematics Team competitions.
- MESA enables students to practice the Engineering Design Process through hands-on projects, competitions and activities that build upon the student's STEM knowledge, relevant experience and curiosity. Students are expected to design their projects before starting the construction process, followed by testing, problem solving, and optimizing their creation. The Engineering Design Process entails the steps of asking questions, brainstorming and research, planning, creating and iterating. MESA projects provide students with challenges to develop skills that are utilized by both engineers and scientists. In keeping with integrated Common Core standards, MESA projects require presentation skills (e.g., written report, journal, artistic representation, mathematical concepts/formulas used to solve the challenge).
- Students compete for medals with other schools and regionally (even nationally), and prepare for success in STEM college and career fields. MESA students and their families are invited to UCSB's largest STEM outreach event (workshops and competitions), **Science & Technology MESA Day**, scheduled for **Saturday, February 27, 2016**. This is followed by **MESA Regionals at CSU Fresno on Saturday, April 9, 2016**, for students who qualify for the Finals competitions.
- MESA coordinates with UCSB's College of Engineering, the Office of Education Partnership's outreach programs, and other college preparation programs, through MESA Advisors at partnership schools. Active MESA students receive extra points in their college applications. In addition to college readiness and STEM academic support, MESA students receive career preparation and contacts from professionals, industry representatives and MESA alumni. MESA pre-college students are mentored by UCSB's



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 5:00 PM
Office of Student and Family Support Services
3300 Cortez Street
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Open Session: 6:00 p.m.
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Sacramento, CA 95815

MESA Engineering Program (MEP) students, and UCSB (national) student organizations, including the National Society of Black Engineers (NSBE), Los Ingenieros (Society of Hispanic Professional Engineers - SHPE), and Society for Advancement of Chicanos and Native Americans in Science (SACNAS).

Financial Impact: Fiscal Impact: \$16,750

Funding Source: Title I funds

Recommended Motion: Staff recommends approval

Attachments:
Mesa Project



UCSB MESA – Rio School District SCHOOL SITE AGREEMENT

Academic Year 2015-2016

Review & Complete (e.g., Names)

Budget References

RIO SCHOOL DISTRICT INFORMATION

District Name: Rio School District
School Names (full): *SEE BELOW
Mailing Address: _____
Phone: (805) _____
Fax: (805) _____

District Administrator: _____
District Representative: _____
Website: _____

SCHOOL INFORMATION

School Name (full): **Rio del Valle Middle School**
Mailing Address: _____
Phone: (805) Fax: _____

Principal: _____
MESA Advisor(s): _____
Website: _____

MEMORANDUM OF UNDERSTANDING

The Mathematics, Engineering and Science Achievement (MESA) Schools Program, a part of the University of California Santa Barbara (UCSB) Office of Education Partnerships and the College of Engineering (under contract with the University of California Office of the President), serves educationally disadvantaged students (including students who will be in their families' first generation of college graduates, and/or who have limited family incomes). To the extent possible by law, MESA emphasizes participation by students from groups with low rates of eligibility for four-year colleges. MESA provides a pipeline of academic services from elementary through university level to increase the number of these students who graduate with baccalaureate degrees in math, science, and engineering.

The MESA Program is offered to designated schools as determined by the UCSB MESA Center based upon specified program criteria and student eligibility, as agreed upon by the University of California Santa Barbara MESA Center and the Rio School District. MESA is an officially registered and approved program with restricted name use, access, criteria, benefits, rights, and curricula.

8. Provide release time for the MESA Advisor to attend special meetings, trainings, or educational field trips. The school site provides for substitute teachers. Generally, school-day activities are limited to 2 per year. Most professional development is scheduled after school, in the evenings, on weekends, or during the summer months. Costs associated with advisors' training and enrichment activities are paid by the district, not UCSB.
9. Compensate MESA Advisor(s) who are fully subscribed and actively participating with a rate determined by the District.
 - a. Generally, fully subscribed and compensated MESA Advisors are involved with MESA students for a minimum of 8 hours monthly depending upon the activity schedule and special events (including MESA Days: mini and pre-MESA Day competitions, Science and Technology MESA Day [Preliminaries]), and Regional MESA Finals) which require additional weekend and evening time.
 - b. Advisors are also expected to participate in MESA and related STEM professional development and training sessions.
10. Provide fiscal and administrative management of Rio School District funds and responsibilities necessary for a Rio District MESA Program, assuming responsibility for daily program operations, data collection, financial reporting, and programmatic reporting to UCSB MESA Program.
11. Acknowledge and agree that Rio District will provide the services described in this Agreement at no cost to the University or MESA Program.
12. Provide bus transportation and travel expenses for Rio District MESA students, advisors, chaperones, and parents for scheduled MESA enrichment events, e.g., STEM field trips, inter-school site trips, college campus tours, Science & Technology MESA Day, MESA Regional Finals, and professional development activities for MESA Advisors. Generally, student and/or parent activities requiring bus transportation are limited to 4 trips per academic year, and are arranged by the Rio District.
13. Provide travel related expenses (e.g., lodging, meals, registration fees, materials) for qualifying students, their advisors and chaperones, and parents for occasional MESA events requiring lengthy trips and overnight stays (typically, in two-year cycles for Regional MESA Day Finals at CSU Fresno or UC Santa Cruz), or other MESA Day events (including MESA Statewide Championships if students qualify in the National Engineering Competition), and special MESA Family events (e.g., MESA Family Day).
14. Provide regulation materials and equipment for students, advisor/teachers, and parents as needed for official MESA projects, program implementation, advisor needs, and related events (including MESA Day participation expenses), or - upon prior agreement - pay UCSB MESA Center for necessary supply purchases. Generally, MESA supplies expenses are in the \$2000/year range per school-site program (class, or group cohort), depending upon numbers of MESA students and the Advisors' projects and needs.
15. Extraneous STEM materials and supplies for supplementary, unofficial, and non-MESA-related project activities are provided by the school or district, not the MESA Center.
16. Compensate UCSB MESA Program for MESA Coordinator support, administrative services and professional development training provided to Rio District MESA advisors, students, parents, at the rate of \$ 225. per student for each academic year per school (based on an agreed-upon portion of actual UCSB MESA costs per student).
17. Provide facilities at the school site(s) for parent / family MESA programs (i.e., trainings, orientations, STEM Education, etc.) on weekends or evenings.

E. ADDITIONAL REQUIREMENTS:

1. It shall be expressly understood that the coverages required under Subparagraphs A. and B. shall not limit the liability of the School District.
2. The coverages referred to under Subparagraph A. and B. shall be endorsed to include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured. A copy of the endorsement evidencing that The Regents of the University of California has been added as a named additional insured on the policies must be attached to the certificate of insurance.
3. The Certificate of Insurance CERTIFICATE HOLDER shall be named as follows:

REGENTS OF THE UNIVERSITY OF CALIFORNIA

Contracts and Property Office
3203 SAASB Bldg.
University of California
Santa Barbara, CA 93106

4. Certificates shall provide for advance written notice to University in accordance with policy provisions of any modification, change, or cancellation of any component of the insurance coverage.

Under this agreement, the MESA Advisor(s) consent(s) to:

1. **Support the terms** outlined above in the District / Schools' section of this agreement.
2. **Serve as the facilitator for the MESA Program at the school site**, and work closely and cooperatively with MESA Center staff to ensure the program's suitable implementation.
3. **Attend, participate, and supervise MESA-sponsored activities**, including: regular student activity sessions, STEM education field trips, college campus tours, MESA Academies, Preliminary MESA Day Competitions (including Science & Technology MESA Day), Regional MESA Day Competitions, Statewide and National MESA Challenges if students qualify to compete, MESA Awards Celebration, student leadership sessions, and related MESA activities.
4. **Participate in professional development**, including periodic MESA Advisor meetings, advisor training(s), webinars, and related special extracurricular activities. Usually, school-day activities are limited to 3 per year. MESA Advisor meetings are typically held after hours, 4 times a year, and attendance is required. On-site meetings with MESA Coordinator(s) are held as needed and requested by the Advisor and/or MESA staff. MESA Advisor professional development opportunities are typically held in the summer, but may be throughout the school year.
5. **Coordinate the identification and recruitment of eligible students for the school site program within the established guidelines**, per the School's section of agreement which reads as follows: *Support and implement MESA's targeting policy. MESA was developed and is funded to serve educationally disadvantaged and first-generation college-bound students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields.*
6. **Meet deadlines for MESA deliverables**, including: student enrollment, students' sign-up, communications' response, data submission, permission forms.
7. **Review for proper completion and required signatures**, and submit to the MESA staff required **Student Enrollment documents and Waivers** by the associated deadline(s).

8. Maintain and use all **student data** provided by the school site in **strict confidence** and solely for the purposes of targeting, selecting, monitoring and guiding MESA participants.
9. Conduct, guide or assist with **orientation and recruitment sessions** for prospective MESA student participants and their parents, in partnership with the site MESA Advisor.
10. Maintain and submit **official MESA enrollment records and reports** regularly and to meet deadlines established by MESA Statewide, UCSB, and funding sources.
11. Provide educational and **STEM activities** for parents of MESA participants, in collaboration with MESA Advisor(s) and school personnel.
12. Work closely with MESA Advisor(s) to provide **academic preparation, college knowledge, career information**, particularly in STEM fields, for MESA students.
13. **Coordinate recurrent MESA events**, including Science and Technology MESA Days, and Regional MESA Days.
14. Provide facilities at **UCSB or affiliated local college sites** for special MESA activities.
15. Act as the **liaison between the district, school site and the Statewide MESA Office** and affiliated MESA Centers.
16. Manage the **administrative responsibilities** of the program.
17. Order and deliver regulation **MESA competition rules, materials and supplies** as needed for students' MESA activities and events, and invoice the district for payment.
18. **University shall defend, indemnify and hold School District, its officers, employees and agents harmless** from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

This agreement is acknowledged by all parties with the signatures below, and expires on June 30, 2016.

Under this agreement, Rio District and the University of California Santa Barbara MESA Schools Program consent to the following:

1. Either the University or the District may terminate this Agreement and cease the UCSB MESA Program by giving at least thirty (30) days' written notice to the other party.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed an authorized signatory of each party hereto.

APPROVAL SIGNATURES

Rio School District

Date

Rio School District

Date

Rio Board Approval Date

Please print two copies. Send both original documents with appropriate signatures to this address:

**UC Santa Barbara
MESA Program
c/o Office of Education Partnerships
1501 South Hall - M.C. 3011
Santa Barbara, CA 93106**

TEL: 805.893.8347

FAX: 805.893.3871

When all signatures and Board approval are received, RSD and UCSB MESA will each receive an original copy.

Phyllis Brady, UCSB MESA Programs Director

Date

Mario Castellanos, UCSB Office of Education Partnerships
Executive Director and UCSB MESA Co-Principal Investigator

Date

Glenn Beltz, UCSB College of Engineering Associate Dean
and UCSB MESA Principal Investigator

Date

10.7



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

- Agenda Item:** 10.7. Approval of Estimated Fees for Legal Services Provided by Atkinson, Andelson, Loya, Ruud, and Romo.
- Speaker:** Kristen Pifko
- Quick Summary / Abstract:**
- Rationale:** The district has a three year agreement with Atkinson, Andelson, Loya, Ruud, and Romo for legal services. The estimated fees for the current fiscal year is \$165,000.00.
- Financial Impact:** Fiscal Impact: \$165,000.00
- Recommended Motion:** Funding Source: General Fund
Approve estimated fees for 2015/2016.
- Attachments:**

11.1



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 11.1. Approval of the Minutes of the Regular Meeting of October 21, 2015

Attachments:
Minutes102115



Rio School District
Minutes
Regular Board Meeting
October 21, 2015
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

Minutes:
President Rodriguez opened the meeting at 5:05.

2. Pledge of Allegiance

Minutes:
President Rodriguez led the flag salute.

3. Roll Call

Minutes:
President Rodriguez called the roll. All present; Trustee Martinez-Cortes arrived at 5:08p.m.

2. Approval of the Agenda

1. Agenda Corrections, Additions and Modifications

Minutes:
Item 10.1 was tabled until the next regularly scheduled board meeting. The following items were pulled from the Consent Agenda for separate discussion and action: Items 11.6 Approval of the Amendment to the Learning Priority Contract FY 15/16; 11.10 Approval of Resolution 1516/10 Approving the Notice of Completion of the Painting of the Additional Utility Building at Rio Plaza Elementary School; 11.15 Approval of the Estimated Fees for Legal Services Provided by Atkinson, Andelson, Loya, Ruud and Romo; and 11.18 Approve Proposal of John Pence Building Specialties.

2. Approval of the Agenda

Motion Passed: Passed with a motion by Eleanor Torres and a second by Joe Esquivel.

Yes Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes

Yes Ramon Rodriguez
Yes Eleanor Torres

3. Public Comment - Closed Session

Minutes:

There were no comments on closed session items.

4. Closed Session

Minutes:

President Rodriguez adjourned the meeting into closed session at 5:12 p.m. to discuss:

1. Conference with Legal Counsel Initiation of litigation, pursuant to Government Code 54956.9(d) (4). Number of matters: 2.

2. Conference with Real Property Negotiators, pursuant to Government Code 54956.8

Property: 3334 Santa Clara Avenue, Oxnard CA 93036 (APN 149-0-071-210)

Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District

Negotiating party: County of Ventura

Under negotiation: price and terms of payment

3. 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

4. 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 located in Oxnard, CA

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

5. Public Employee Performance Evaluation [Government Code 549587] Staffing 2015/2016

6. Conference with Labor Negotiators [Government Code 54957.6] Agency Designated Representatives: RSD Negotiating Team Employee Organization: RTA, CSEA, Certificated and Classified Management and other non-union represented groups.

5. Reconvene in Open Session

1. Report of Closed Session

Minutes:

President Rodriguez reconvened the meeting at 6:12 p.m. President Rodriguez reported no action was taken in closed session.

6. Public Hearing

1. Certification Regarding the Sufficiency of Instructional Materials

Minutes:

President Rodriguez opened public hearing at 6:15 p.m. As there were no comments, President Rodriguez closed the public hearing at 6:15 p.m.

2. Notice of Proposed Adoption of a School Facilities Needs Analysis Including Adoption of Level Two Mitigation Fees on Residential Development Gov Codes 65995, 95995.5 and 95995.7

Minutes:

President Rodriguez opened the public hearing at 6:16 p.m. As there were no comments, President Rodriguez closed the public hearing at 6:16 .m.

7. Presentations/Recognitions

1. Oaxaca Teacher Group Presentation

Minutes:

Superintendent Puglisi introduced Dr. Phoebe Hirsh-Dubin, consultant.

Dr. Hirsh-Dubin informed this is the second year the district has teamed up with San Diego State University. A group of four teachers, Katie Auerback, Nancy Ramos, Pablo Hernandez and Stephanie Castro traveled to Oaxaca to learn about the Mixtec culture.

A brief presentation was given highlighting some of the things learned during the two-week stay.

2. Rio Summer School Program Presentation

Minutes:

Superintendent Puglisi presented a Summer Science Academy Video that highlighted Google Camp and the Science Academy.

3. Former Board President Recognition

Minutes:

Superintendent Puglisi presented Former Board Member and President Matt Klinefelter with Klinefelter with gavel for his service to the students and community of the Rio School District.

8. Communications

1. Acknowledgement of Correspondence to the Board

Minutes:

There was no written correspondence presented to the Governing Board.

2. Board Member Reports

Minutes:

Ms. Bautista visited four campuses. She was able to observe the use of the Interactive TV in the classrooms.

She also states that she was able to participate in the VCSBA Dinner at VCOE.

3. Organizational Reports - RTA/CSEA/Other

Minutes:

Rebecca Barbetti, RTA President reported the End of the Year party is May 21st, 2016. They are anticipating many retirees from both units and invited all to attend.

4. Superintendent Reports

Minutes:

Superintendent Puglisi reported on the following topics:

1. Master Plan Update
2. Accelerated Reader Student Data
3. RedBird Analysis and Recommendations
4. Indoor Environments Air Quality and Temperatures

5. Public Comment

Minutes:

Public comments were heard from David Maron.

9. Information

1. Business Report

Minutes:

Kristen Pifko, Assistant Superintendent of Business Services presented her report which included the Child Nutrition Department. Ms. Pifko stated the food service program started off great and student participation is up 10%. She stated that the Second Chance Program was also initialed and it gives students a second opportunity to have breakfast.

Safety Plans have been received by sites; they are currently being reviewed and will be shared when complete at a future board meeting.

10. Information/Action

1. Consideration of approval of Resolution No. 1516/12 Approving an Option and Purchase and Sale Agreement between Rio School District and the County of Ventura for the disposition of the Nyeland Acres property (address: 3334 Santa Clara Avenue, Oxnard CA 93036, and APN: 149-0-071-210).

Minutes:

This item has been tabled till the next regularly scheduled meeting.

2. Approval of the Rio School District K8 STEAM School Design and Educational Components Plan

Motion Passed: Passed with a motion by Eleanor Torres and a second by Edith Martinez-Cortes.

Yes Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

Minutes:

Superintendent Puglisi introduce Rachel Adams and Gaylaird Christopher from Architect for Education.

Both presented a PowerPoint on the design and educational components for the K8 STEAM site.

3. 2014-2015 Program Improvement End of Year Evidence of Progress Report

Motion Passed: Passed with a motion by Eleanor Torres and a second by Joe Esquivel.

Abstain Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

Minutes:

Mr. Oscar Hernandez, Assistant Superintendent of Educational Services presented information on the need for approval.

4. Adoption of Resolution #1516/05 Sufficiency of Instructional Materials and Certification of Provisions of Standards-Aligned Instructional Materials

Motion Passed: Passed with a motion by Eleanor Torres and a second by Joe Esquivel.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

5. Approve the Contract for Auditing of the G.O. Bond from Vavrinek, Trine, Day & Co., LLP

Motion Passed: Approve the Contract with Vavrinek, Trine, Day & Co., LLP Passed with a motion by Joe Esquivel and a second by Cassandra Bautista.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

6. Approval of Resolution 1516/01 Adopting the District School Facilities Needs Analysis (SFNA)and Resolution 1516/02 Updating Level Two Residential School Mitigation Fees as Set Forth in in California State Senate Bill 50.

Motion Passed: Approve Resolutions 1516/01 and 1516/02. Passed with a motion by

Joe Esquivel and a second by Edith Martinez-Cortes.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

7. Request Approval to Attend EduCon Conference 2016

Motion Passed: Approve Staff recommendation to attend the Educon Conference in January, 2016. Passed with a motion by Eleanor Torres and a second by Joe Esquivel.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

8. Additional Interactive TV Purchases

Motion Passed: Approve the purchase of 112 Interactive TVs Passed with a motion by Eleanor Torres and a second by Edith Martinez-Cortes.

Yes Cassandra Bautista

Abstain Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

11. Consent Agenda

Motion Passed: The Consent Agenda was passed as amended. Passed with a motion by Eleanor Torres and a second by Joe Esquivel.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

1. Approve Minutes of the Special Board Meeting of September 16, 2015

2. Approval of the Minutes of the Regular Board Meeting of September 16, 2015

3. Approval of the Personnel Report

4. Authorization of Teaching Assignments-Multiple Subject

5. Sage Institute Contract FY1516

6. Approval of the Amendment to the Learning Priority Contract FY 1516

Motion Passed: Staff recommends approval. Passed with a motion by Joe Esquivel and a second by Eleanor Torres.

Yes Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

Minutes:

Superintendent Puglisi answered questions and addressed concerns from the board.

7. Change Order No. 1 for Project 15-0035REAL for the Painting of Five Additional Portables at Rio Real Elementary School.

8. Change Order No. 1 for Project 15-0035LINDO for exterior re-painting of four portables at Rio Lindo.

9. Change Order No. 1 for Project 15-0041G Site Work and Utility Installations for Portable Classrooms at Rio Del Norte and Rio Lindo Elementary Schools.

10. Approval of Resolution 1516/10 Approving the Notice of Completion of the Painting of the Additional Utility Building at Rio Plaza Elementary School.

Motion Passed: Approval of Resolution 1516/10. Passed with a motion by Joe Esquivel and a second by Eleanor Torres.

Yes Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

11. Approval of Resolution 1516/11 Approving the Notice of Completion of Repainting Four Portables at Rio Lindo Elementary School.

12. Approval of Resolution 1516/09 Approving the Notice of Completion of the Painting of Five Additional Portables at Rio Real Elementary School.

13. Renewal of the Food Share Memorandum of Understanding FY 2015/2016

14. Approval of Resolution 1516/06 approving the Notice of Completion for the Installation of Portables at Rio Lindo Elementary School.

15. Approval of Estimated Fees for Legal Services Provided by Atkinson, Andelson, Loya, Ruud and Romo.

Motion Failed: Failed with a motion by Edith Martinez-Cortes and a second by Ramon Rodriguez.

Abstain Cassandra Bautista

No Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

No Eleanor Torres

16. Approval to Increase Amount for Morris Inspection Services for Additional Inspection Work FY 2015/2016.

17. Williams Quarterly Complaint Report for October 2015

18. Approve Proposal from John Pence Building Specialties, Inc.

Motion Passed: Approve the Bid Proposal from John Pence Passed with a motion by Joe Esquivel and a second by Edith Martinez-Cortes.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

19. Contract for Testing and Special Inspection Services

20. Ratification of Commercial Warrant Register

21. Installation of Security Cameras on School Busses

22. eRate Request for Additional Bandwidth

23. Request for Proposal - District Internal Connections Upgrade to 10GB

12. Organizational Business

1. Items for Future Board Meetings

2. Future Meeting Dates: November 18, 2015

13. Adjournment

As there was no further business for discussion, President Rodriguez adjourned the meeting at 9:46 p.m.

Approved this 18th day of November, 2015

Dr. John Puglisi, Secretary of the Board Date

Ramon Rodriguez, Clerk of the Board Date

11.2



Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 11.2. Approval of the Personnel Report

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

Financial Impact: None

Recommended Motion: Administration recommends approval of the Personnel Report, as submitted.

Attachments:
PERS Report 111815

RIO SCHOOL DISTRICT

November 18, 2015

Certificated Personnel Report

Certificated Ratification of Employment:

Billet, Kathy, Intervention Teacher, Rio Real, Temporary, 5.75 hours per day, effective 10/21/2015

Burke, Courtney, Intervention Teacher, Rio Plaza, Temporary, 5.75 hours per day, effective 10/26/2015

Velasco, Olga, Kindergarten Push-In Teacher, Rio Real, Temporary, 5.75 hours per day, effective 10/26/2015

Classified Personnel Report

Classified Ratification of Employment:

Zamudio, Christopher, Instructional Assistant/Special Education, Rio Del Mar, 5.75 hours per day, effective 10/12/2015

Classified Increase in hours:

Fonseca, Jacquelyn, Instructional Specialist, Behavior, Itinerant, 5.75 hours per day to 8 hours per day effective 10/26/2015

11.3



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 11.3. Ratification of the Commercial Warrant Register

Speaker: Marcia Nudd

**Quick Summary /
Abstract:**

Rationale: Pursuant to Education Codes Sections 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 \$1,346,445.60 which included processing payments for all funds of the District in the following amounts:

Fund 010 - General Fund
\$1,025,362.29

Fund 130 - Cafeteria Fund
\$142,533.29

Fund 211 - Building Fund
\$126,733.35

Fund 251 - Capital Facilities-Res.
\$51,684.36

Fund 490 - Capital Projects Fund
\$898.52

Less Unpaid Sales Tax Liability
-766.21

Total \$1,346,445.60



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Financial Impact: Fiscal Impact: \$1,346,445.60

Funding Source: Various Funds as listed above.

Recommended Motion: Approve the ratification of commercial warrant register.

Attachments:
Warrant Register

Checks Dated 10/12/2015 through 11/05/2015

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|--------------|------------|-------------------------------------|------------------|-----------------|--------------|
| 5009019684 | 10/12/2015 | Clara M. Mendez | 010-5200 | | 37.95 |
| 5009019685 | 10/12/2015 | Rebecca Rocha | 010-4300 | | 25.50 |
| 5009019686 | 10/12/2015 | Meghan Lauer | 010-4300 | | 116.47 |
| 5009019687 | 10/12/2015 | Teresa R. Ivey | 010-5200 | | 320.98 |
| 5009019688 | 10/12/2015 | Ana-Laura Orozco | 010-5200 | | 29.00 |
| 5009019689 | 10/12/2015 | Monica O. Rivera | 010-5200 | | 48.88 |
| 5009019690 | 10/12/2015 | Ignacio Mendoza III | 010-4300 | | 14.95 |
| 5009019691 | 10/12/2015 | AT&T | 010-5900 | 1,845.48 | |
| 5009019692 | 10/12/2015 | Law offices of Scott B Ayers | 130-5900 | 37.97 | 1,883.43 |
| 5009019693 | 10/12/2015 | Clover Host | 010-5802 | | 10,000.00 |
| 5009019694 | 10/12/2015 | GIBBS INTERNATIONAL | 010-5800 | | 960.00 |
| 5009019695 | 10/12/2015 | Grainger | 010-5610 | | 2,653.74 |
| | | | 010-4300 | 1,920.13 | |
| | | | 010-4325 | 434.19 | |
| 5009019696 | 10/12/2015 | Robert Gwynn | 130-4300 | 60.39 | 2,414.71 |
| 5009019697 | 10/12/2015 | HANGSAFE HOOKS | 010-5200 | | 151.52 |
| | | | 010-4300 | 739.09 | |
| 5009019698 | 10/12/2015 | HOME DEPOT CREDIT SERVICES | Unpaid Sales Tax | 54.75- | 684.34 |
| | | | 010-4300 | 1,725.02 | |
| | | | 010-4325 | 116.48 | |
| | | | 010-4335 | 12.41 | |
| | | | 010-4360 | 259.47 | |
| | | | 010-4400 | 2,257.47 | |
| | | | 130-4300 | 420.07 | 4,790.92 |
| 5009019699 | 10/12/2015 | Kimball Midwest | 010-4300 | | 84.11 |
| 5009019700 | 10/12/2015 | MONTGOMERY HARDWARE CO. | 010-4335 | | 280.90 |
| 5009019701 | 10/12/2015 | Morris Inspection Company | 211-6245 | | 6,450.00 |
| 5009019702 | 10/12/2015 | Myers, Widders, Gibson, Jones | 010-5802 | 15,634.50 | |
| | | | 251-5802 | 111.00 | 15,745.50 |
| 5009019703 | 10/12/2015 | O'Reilly Auto Parts | 010-4300 | | 890.15 |
| 5009019704 | 10/12/2015 | PARKHOUSE TIRE, INC. | 010-5610 | | 1,982.03 |
| 5009019705 | 10/12/2015 | Pioneer Chemical Co | 010-4300 | 196.13 | |
| | | | 010-9320 | 7,540.08 | 7,736.21 |
| 5009019706 | 10/12/2015 | REPUBLIC ELEVATOR COMPNAV | 010-5620 | | 283.42 |
| 5009019707 | 10/12/2015 | SAFETY-KLEEN, INC. | 010-5800 | | 180.00 |
| 5009019708 | 10/12/2015 | Taylor Steel & Welding | 010-4300 | | 18.79 |
| 5009019709 | 10/12/2015 | Traffic Technologies, LLC | 010-4300 | | 346.10 |
| 5009019710 | 10/12/2015 | Tubbs Bros. | 010-5610 | | 5,933.00 |
| 5009019711 | 10/12/2015 | US AIRCONDITIONING DIST. | 010-4300 | | 64.50 |
| 5009019712 | 10/12/2015 | U.S. Bank Corporate Payment Systems | 010-4300 | 7,924.70 | |
| | | | 010-4400 | 1,120.27 | |
| | | | 010-5200 | 12,458.25 | |
| | | | 010-5540 | 338.18 | |
| | | | 010-5600 | 356.00 | |
| | | | 010-5800 | 2,859.19 | |
| | | | 130-4300 | 1,286.58 | 26,343.17 |

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.

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Checks Dated 10/12/2015 through 11/05/2015

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|--------------|------------|-------------------------------------|------------------|-----------------|--------------|
| 5009019713 | 10/12/2015 | VCOE | 010-5800 | | 15,728.37 |
| 5009019714 | 10/12/2015 | Sunbelt Rentals | 010-5630 | | 187.29 |
| 5009019715 | 10/12/2015 | STEVE ZOLOTAS PEST CONTROL | 010-5620 | | 2,759.00 |
| 5009019716 | 10/12/2015 | YAMA LAWNMOWER REPAIR | 010-4360 | | 256.17 |
| 5009019717 | 10/13/2015 | Echo Lee | 010-5200 | | 215.00 |
| 5009019718 | 10/13/2015 | Jacob R. Waitrip | 010-4300 | | 22.29 |
| 5009019719 | 10/13/2015 | Aswell Trophy | 010-4300 | | 1,250.10 |
| 5009019720 | 10/13/2015 | BC Rincon Construction | 010-5610 | 9,324.66 | |
| | | | 211-6201 | 3,938.80 | 13,263.46 |
| 5009019721 | 10/13/2015 | Copy Court | 010-4300 | 26.96 | |
| | | | 010-9320 | 915.65 | 942.61 |
| 5009019722 | 10/13/2015 | ENVIRONMENTAL HEALTH DIVISION | 130-5800 | | 3,561.00 |
| 5009019723 | 10/13/2015 | Fence Factory | 010-5610 | | 5,755.00 |
| 5009019724 | 10/13/2015 | Institute For Educational Dev | 010-5200 | | 1,195.00 |
| 5009019725 | 10/13/2015 | Joe Bruzzese | 010-5800 | | 4,800.00 |
| 5009019726 | 10/13/2015 | Lawrence Media | 010-5800 | | 3,442.50 |
| 5009019727 | 10/13/2015 | Marcus Lopez | 010-5800 | | 250.00 |
| 5009019728 | 10/13/2015 | OFFICE DEPOT | 010-4300 | | 6,605.46 |
| 5009019729 | 10/13/2015 | Southern Counties Oil Co | 010-4300 | | 276.13 |
| 5009019730 | 10/13/2015 | OXNARD ELEM SCHOOL DISTRICT | 010-7141 | | 2,288.70 |
| 5009019731 | 10/13/2015 | SC Fuels | 010-4300 | 1,204.30 | |
| | | | 010-4360 | 93.38 | |
| | | | 130-4300 | 271.23 | 1,568.91 |
| 5009019732 | 10/13/2015 | SUPER DUPER PUBLICATIONS | 010-4300 | 494.34 | |
| | | | Unpaid Sales Tax | 36.62- | 457.72 |
| 5009019733 | 10/13/2015 | TAFT ELECTRIC | 010-5610 | | 275.73 |
| 5009019734 | 10/13/2015 | PETROLEUM TELECOM COMMUNICATIONS | 010-4300 | | 1,283.04 |
| 5009019735 | 10/13/2015 | Wedgewood at the Tower Club | 010-5800 | | 500.00 |
| 5009019736 | 10/13/2015 | Ventura County Star | 010-5900 | | 559.52 |
| 5009019737 | 10/15/2015 | SISC FINANCE | 010-9516 | 9,287.97 | |
| | | | 010-9534 | 488,986.00 | |
| | | | 010-9537 | 34,423.13 | 532,697.10 |
| 5009019738 | 10/15/2015 | ARC | 251-5800 | | 130.72 |
| 5009019739 | 10/15/2015 | BALFOUR BEATTY CONSTRUCTION | 251-5800 | | 2,240.00 |
| 5009019740 | 10/15/2015 | CASA PACIFICA | 010-5800 | | 6,232.00 |
| 5009019741 | 10/15/2015 | CITY OF OXNARD | 010-5540 | | 2,768.26 |
| 5009019742 | 10/15/2015 | SOUTHERN CALIF. EDISON | 010-5520 | | 34,453.40 |
| 5009019743 | 10/15/2015 | THE GAS COMPANY | 010-5530 | | 89.23 |
| 5009019744 | 10/15/2015 | TeacherGaming LLC | 010-4300 | | 365.00 |
| 5009019745 | 10/15/2015 | Ford Crdit: Dept 67-434 | 130-7438 | 115.99 | |
| | | | 130-7439 | 530.95 | 646.94 |
| 5009019746 | 10/15/2015 | NICK RAIL MUSIC | 010-4300 | 2,501.82 | |
| | | | 010-4400 | 7,538.40 | 10,040.22 |
| 5009019747 | 10/15/2015 | OFFICE DEPOT | 010-4300 | | 15,210.85 |

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Checks Dated 10/12/2015 through 11/05/2015

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|--------------|------------|--|-------------|-----------------|--------------|
| 5009019748 | 10/15/2015 | PETROLEUM TELECOM DBA TELECOM COMMUNICATIONS | 010-4300 | | 4,990.81 |
| 5009019749 | 10/15/2015 | UNITED WATER CONSERVATION DIST. | 010-5540 | | 1,625.91 |
| 5009019750 | 10/19/2015 | Pattis Thompson | 010-4300 | | 9.99 |
| 5009019751 | 10/19/2015 | Josefina Carrillo | 010-5200 | | 25.30 |
| 5009019752 | 10/19/2015 | Sonia M. Cervantez | 010-5200 | | 100.00 |
| 5009019753 | 10/19/2015 | Michael Connelly | 010-5200 | | 338.15 |
| 5009019754 | 10/19/2015 | Jeanette Lund | 010-5200 | | 302.80 |
| 5009019755 | 10/19/2015 | Adrienne M. Peralla | 010-5200 | | 281.06 |
| 5009019756 | 10/19/2015 | Wanda Kelly | 010-4300 | | 23.20 |
| 5009019757 | 10/19/2015 | Maria G. Perez | 010-5200 | | 165.00 |
| 5009019758 | 10/19/2015 | Margarita Mosqueda | 010-5200 | | 100.00 |
| 5009019759 | 10/19/2015 | DaNell M. Lagomarsino | 010-5200 | | 187.82 |
| 5009019760 | 10/19/2015 | Fumiko Kitazumi | 130-5200 | | 27.60 |
| 5009019761 | 10/19/2015 | Annie Graton | 010-5200 | | 299.75 |
| 5009019762 | 10/19/2015 | Yesenia Viera | 010-4300 | | 100.00 |
| 5009019763 | 10/19/2015 | Teresa R. Ivey | 010-5200 | | 223.68 |
| 5009019764 | 10/19/2015 | Melissa Navarrete | 010-5201 | | 5.87 |
| 5009019765 | 10/19/2015 | Scott R. Barlow | 010-5200 | | 80.00 |
| 5009019766 | 10/19/2015 | The Abundant Table | 130-4710 | | 742.00 |
| 5009019767 | 10/19/2015 | BALFOUR BEATTY CONSTRUCTION | 211-6272 | | 48,120.00 |
| 5009019768 | 10/19/2015 | Dominos Pizza | 130-4710 | | 1,087.50 |
| 5009019769 | 10/19/2015 | FOLLETT SCHOOL SOLUTIONS, INC. | 010-4300 | | 7,072.64 |
| 5009019770 | 10/19/2015 | Harvest Santa Barbara | 130-4710 | | 3,332.00 |
| 5009019771 | 10/19/2015 | OFFICE DEPOT | 010-4300 | 4,716.09 | |
| | | | 130-4300 | 858.61 | |
| | | | 490-4300 | 898.52 | |
| 5009019772 | 10/19/2015 | SYSCO VENTURA | 130-4710 | | 6,473.22 |
| 5009019773 | 10/19/2015 | THE BERRY MAN, INC. | 130-4710 | | 79,180.15 |
| 5009019774 | 10/19/2015 | Traffic Technologies, LLC | 010-4300 | | 28,886.27 |
| 5009019775 | 10/19/2015 | VENTURA REFRIGERATION SALES & SERVICE | 130-5600 | | 497.40 |
| | | | | | 271.46 |
| 5009019776 | 10/19/2015 | YAMA LAWNMOWER REPAIR | 010-5810 | | |
| 5009019777 | 10/20/2015 | AMERICAN EXPRESS | 010-4200 | 375.94 | 60.60 |
| | | | 010-4300 | 14,116.02 | |
| | | | 010-5800 | 1,254.18 | |
| 5009019778 | 10/20/2015 | Driftwood Dairy | 130-4710 | | 15,746.14 |
| 5009019779 | 10/20/2015 | California Geological Survey | 211-6135 | | 16,204.32 |
| 5009019780 | 10/22/2015 | KIM CASTRO | 130-8634 | | 3,600.00 |
| 5009019781 | 10/22/2015 | Jacqueline Jones | 010-4300 | | 40.25 |
| 5009019782 | 10/22/2015 | Jay H. Sorensen | 010-5200 | | 66.45 |
| 5009019783 | 10/22/2015 | Carolyn A. Bernal | 010-5200 | | 213.04 |
| 5009019784 | 10/22/2015 | Emily Ramsey | 010-5200 | | 333.80 |
| 5009019785 | 10/22/2015 | Jillian N. Ramos | 010-5200 | | 370.04 |
| 5009019786 | 10/22/2015 | Michael A. Vollmert | 010-5200 | | 408.47 |
| 5009019787 | 10/22/2015 | Andrea L. Van Someren | 010-4300 | | 200.50 |
| 5009019788 | 10/22/2015 | Lianna Moa | 010-4300 | | 298.16 |
| | | | | | 100.96 |

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Checks Dated 10/12/2015 through 11/05/2015

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|--------------|------------|-------------------------------------|-------------|-----------------|--------------|
| 5009019789 | 10/22/2015 | Teresa R. Ivey | 010-5200 | | 476.43 |
| 5009019790 | 10/22/2015 | Melinda M. Calderon | 010-4300 | | 59.79 |
| 5009019791 | 10/22/2015 | Agromin Horticultural Products | 010-4360 | | 82.50 |
| 5009019792 | 10/22/2015 | Airgas West | 010-4300 | | 28.08 |
| 5009019793 | 10/22/2015 | ALL-PHASE ELECTRIC SUPPLY | 010-4300 | | 725.81 |
| 5009019794 | 10/22/2015 | AMERICAN BUILDING COMFORT | 010-5610 | | 4,668.16 |
| 5009019795 | 10/22/2015 | AMERICAN REPROGRAPHICS CO. | 010-4300 | | 20.00 |
| 5009019796 | 10/22/2015 | ARC | 211-5800 | | 71.07 |
| 5009019797 | 10/22/2015 | CADA Central | 010-5200 | | 1,125.00 |
| 5009019798 | 10/22/2015 | COASTAL OCCUPATIONAL MEDICAL GROUP | 010-5800 | | 500.00 |
| 5009019799 | 10/22/2015 | DRAGANCHUK | 010-5800 | | 344.00 |
| 5009019800 | 10/22/2015 | EdLeader21 | 010-5800 | | 4,504.53 |
| 5009019801 | 10/22/2015 | Ewing Irrigation Products Inc | 010-4360 | | 4,217.47 |
| 5009019802 | 10/22/2015 | Fence Factory | 010-4300 | 508.74 | |
| | | | 010-5610 | 4,984.26 | 5,493.00 |
| 5009019803 | 10/22/2015 | FGL Environmental | 010-5800 | | 81.00 |
| 5009019804 | 10/22/2015 | Fry's Electronics | 010-4300 | | 2,371.73 |
| 5009019805 | 10/22/2015 | GIBBS INTERNATIONAL | 010-4300 | | 1,859.82 |
| 5009019806 | 10/22/2015 | Golden State Alarms, inc. | 010-5610 | | 469.15 |
| 5009019807 | 10/22/2015 | GREAT WESTERN BUILDING | 010-4300 | | 193.05 |
| 5009019808 | 10/22/2015 | IXL Learning | 010-4300 | | 1,350.00 |
| 5009019809 | 10/22/2015 | JOHNSTONE SUPPLY | 010-4300 | | 923.37 |
| 5009019810 | 10/22/2015 | MJP COMPUTERS | 010-4300 | | 842.40 |
| 5009019811 | 10/22/2015 | Residence Inn | 010-5800 | | 500.00 |
| 5009019812 | 10/22/2015 | SERVICE PRO-FIRE PROTECTION, I | 010-5620 | | 1,902.52 |
| 5009019813 | 10/22/2015 | Sonitrol | 010-5610 | 8,560.60 | |
| | | | 010-5620 | 762.00 | 9,322.60 |
| 5009019814 | 10/22/2015 | THYSSENKRUPP ELEVATOR | 010-5800 | | 1,478.04 |
| 5009019815 | 10/22/2015 | University of Ca, Davis | 010-4300 | | 800.00 |
| 5009019816 | 10/22/2015 | U.S. Bank Corporate Payment Systems | 010-4300 | 728.59 | |
| | | | 010-5200 | 170.00 | 898.59 |
| 5009019817 | 10/22/2015 | Vocabulary Spelling City, Inc. | 010-4300 | | 420.00 |
| 5009019818 | 10/26/2015 | Carolyn A. Bernal | 010-4300 | | 134.53 |
| 5009019819 | 10/26/2015 | Leann M. Guzik | 010-4300 | | 52.26 |
| 5009019820 | 10/26/2015 | Maria Alfaro | 130-5202 | | 9.20 |
| 5009019821 | 10/26/2015 | Ronald Koenig | 010-4300 | | 170.00 |
| 5009019822 | 10/26/2015 | Lacey Piper | 130-5200 | | 83.15 |
| 5009019823 | 10/26/2015 | AMAZON.COM CORPORATE CREDIT | 010-4200 | 261.59 | |
| | | | 010-4300 | 5,459.92 | 5,721.51 |
| 5009019824 | 10/26/2015 | Apple Inc. | 251-4400 | | 486.84 |
| 5009019825 | 10/26/2015 | CASA PACIFICA | 010-5800 | | 1,435.00 |
| 5009019826 | 10/26/2015 | C D W GOVERNMENT, INC. | 010-4400 | 16,581.42 | |
| | | | 130-4400 | 2,509.95 | 19,091.37 |
| 5009019827 | 10/26/2015 | FOLLETT SCHOOL SOLUTIONS, INC. | 010-4300 | | 8,313.69 |
| 5009019828 | 10/26/2015 | MACMH | 010-4300 | | 791.31 |
| 5009019829 | 10/26/2015 | MJP COMPUTERS | 010-5800 | | 1,561.72 |

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Checks Dated 10/12/2015 through 11/05/2015

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|--------------|------------|--|------------------|-----------------|--------------|
| 5009018830 | 10/26/2015 | NASCO | 010-4300 | | |
| 5009018831 | 10/26/2015 | OFFICE DEPOT | 010-4300 | | 554.53 |
| 5009018832 | 10/26/2015 | Sam's Club Direct | 010-4300 | 645.54 | 534.06 |
| | | | 010-5800 | 31.33 | |
| 5009018833 | 10/26/2015 | SC Fuels | 010-9320 | 334.80 | 1,011.67 |
| | | | 010-4300 | 1,556.65 | |
| | | | 010-4360 | 151.27 | |
| 5009018834 | 10/26/2015 | Scentco In. | 130-4300 | 43.31 | 1,751.23 |
| 5009018835 | 10/26/2015 | SIGN-A-RAMA | 010-4300 | | 594.00 |
| 5009018836 | 10/26/2015 | STEVENSON'S RESTAURANT EQUIP. | 010-5800 | | 3,759.56 |
| 5009018837 | 10/27/2015 | Apple inc. | 130-4400 | | 1,111.33 |
| | | | 010-4300 | 2,544.48 | |
| 5009018838 | 10/27/2015 | Aswell Trophy | 010-4400 | 1,103.28 | 3,647.76 |
| 5009018839 | 10/27/2015 | Baule Crocheteire & Wang, LLP | 010-4300 | | 695.22 |
| 5009018840 | 10/27/2015 | GUITAR CENTER | 010-5802 | | 320.00 |
| 5009018841 | 10/27/2015 | KONICA MINOLTA BUSINESS SOLUTIONS USA, INC. | 010-5613 | | 195.49 |
| | | | 010-5612 | 7,271.27 | |
| 5009018842 | 10/27/2015 | KONICA MINOLTA PREMIER FINANCE | 130-5612 | 722.88 | 7,994.15 |
| | | | 010-5612 | 2,322.93 | |
| 5009018843 | 10/27/2015 | Quel Signs | 130-5612 | 136.64 | 2,459.57 |
| 5009018844 | 10/27/2015 | SC Fuels | 211-5800 | | 6,620.66 |
| | | | 010-4300 | 1,374.94 | |
| 5009018845 | 10/27/2015 | Tax Deferred Services Suite 209 Corporate Office | 010-4360 | 343.40 | 1,718.34 |
| | | | 010-9539 | | 62,935.00 |
| 5009018846 | 10/27/2015 | VCOE | 010-5200 | | 1,300.00 |
| 5009018847 | 10/29/2015 | Employment Dev Dept | 010-9535 | | 2,174.36 |
| 5009018848 | 10/29/2015 | United of Omaha Life Ins. Co. | 010-9534 | | 1,179.90 |
| 5009018849 | 10/29/2015 | State Board Of Equalization Fuel Taxes Division | 010-5800 | | 49.31 |
| 5009018850 | 10/29/2015 | Meghan Lauer | 010-4300 | | 82.55 |
| 5009018851 | 10/29/2015 | Jaclyn A. Russell | 010-4300 | | 243.34 |
| 5009018852 | 10/29/2015 | AMERICAN BUILDING COMFORT | 010-5610 | | 2,320.00 |
| 5009018853 | 10/29/2015 | AMERICAN EXPRESS | 010-4300 | 1,492.58 | |
| | | | 010-5600 | 680.00 | |
| 5009018854 | 10/29/2015 | Assistance League School | 010-5800 | 1,104.18- | 1,068.40 |
| 5009018855 | 10/29/2015 | CLASS LEASING, INC. | 010-5800 | | 7,859.00 |
| 5009018856 | 10/29/2015 | Evita's Mexican Cafe | 251-7439 | | 28,680.00 |
| 5009018857 | 10/29/2015 | FGL Environmental | 010-4300 | | 136.91 |
| 5009018858 | 10/29/2015 | Life Signs, Inc | 010-5800 | | 420.00 |
| 5009018859 | 10/29/2015 | Microscope World | 010-5800 | | 150.00 |
| 5009018860 | 10/29/2015 | OFFICE DEPOT | 010-5600 | | 800.00 |
| 5009018861 | 10/29/2015 | PROGRESS PUBLICATIONS | 010-4300 | | 3,084.03 |
| 5009018862 | 10/29/2015 | RESEARCH PRESS | 010-4300 | | 2,997.12 |
| | | | 010-4300 | 391.96 | |
| 5009018863 | 10/29/2015 | Roseita Stone | Unpaid Sales Tax | 29.04- | 362.92 |
| | | | 010-5800 | | 954.00 |

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ESCAPE ONLINE

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Checks Dated 10/12/2015 through 11/05/2015

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|--------------|------------|--|------------------|-----------------|--------------|
| 5009019864 | 10/29/2015 | Teachers for the Study of Educational Institutions | 010-5800 | | 3,510.00 |
| 5009019865 | 11/02/2015 | Allison Brown | 010-4300 | | 13.12 |
| 5009019866 | 11/02/2015 | Jessica Zarate-Martinez | 010-5200 | | 32.26 |
| 5009019867 | 11/02/2015 | Carolina Villa | 010-4300 | | 29.88 |
| 5009019868 | 11/02/2015 | 4imprint, Inc. | 010-4300 | | 751.07 |
| 5009019869 | 11/02/2015 | AIRPORT AUTO REPAIR | 010-5620 | | 272.53 |
| 5009019870 | 11/02/2015 | BARON INDUSTRIES | 010-4300 | | 53.97 |
| 5009019871 | 11/02/2015 | MRS FIGS BOOKWORM | 010-4300 | | 119.34 |
| 5009019872 | 11/02/2015 | C & M AUTO TRUCK ELECTRIC | 010-4300 | | 361.88 |
| 5009019873 | 11/02/2015 | CCP Industries | 010-4300 | | 712.50 |
| 5009019874 | 11/02/2015 | CLASS LEASING, INC. | 251-6202 | | 5,695.00 |
| 5009019875 | 11/02/2015 | Ewing Irrigation Products Inc | 010-4360 | | 278.10 |
| 5009019876 | 11/02/2015 | FRANKLIN TRUCK PARTS, INC.- | 010-4300 | | 25.19 |
| 5009019877 | 11/02/2015 | GIBBS INTERNATIONAL | 010-4300 | 790.82 | |
| | | | 010-5610 | 15.02 | 805.94 |
| 5009019878 | 11/02/2015 | Kimball Midwest | 010-4300 | | 1,919.07 |
| 5009019879 | 11/02/2015 | Laurel Rice | 010-5800 | | 805.00 |
| 5009019880 | 11/02/2015 | Max's A-1 Key Shop | 010-4300 | | 19.44 |
| 5009019881 | 11/02/2015 | McCARTY & SON'S TOWING | 010-5610 | | 452.00 |
| 5009019882 | 11/02/2015 | Mission Nutrition/Mello Smello | 130-4300 | 713.00 | |
| | | | Unpaid Sales Tax | 48.00- | 665.00 |
| 5009019883 | 11/02/2015 | MJP COMPUTERS | 211-4300 | | 31,080.00 |
| 5009019884 | 11/02/2015 | Graciela Mata Modesto Dba Modesto & Sons Pumping | 010-5800 | | 800.00 |
| 5009019885 | 11/02/2015 | PACIFIC COAST SOUND COMMUNICATIONS, INC AND | 010-5800 | | 90.00 |
| 5009019886 | 11/02/2015 | PARADISE CHEVROLET | 010-4300 | | 640.97 |
| 5009019887 | 11/02/2015 | Pioneer Chemical Co | 010-4325 | | 353.43 |
| 5009019888 | 11/02/2015 | QUALITY WINDOWS | 010-4300 | | 48.49 |
| 5009019889 | 11/02/2015 | Rotary Club | 010-5300 | | 334.00 |
| 5009019890 | 11/02/2015 | SAFETY-KLEEN, INC. | 010-5800 | | 365.54 |
| 5009019891 | 11/02/2015 | Sage Institute | 251-5800 | | 18,000.00 |
| 5009019892 | 11/02/2015 | School Bus Parts Co. | 010-4300 | | 1,024.03 |
| 5009019893 | 11/02/2015 | Studies Weekly | 010-4300 | | 1,291.21 |
| 5009019894 | 11/02/2015 | Traffic Technologies, LLC | 010-4300 | | 144.67 |
| 5009019895 | 11/02/2015 | Tubbs Bros. | 010-5610 | | 804.00 |
| 5009019896 | 11/02/2015 | US AIRCONDITIONING DIST. | 010-4300 | | 46.93 |
| 5009019897 | 11/02/2015 | VCOE | 010-5200 | 380.00 | |
| | | | 010-5800 | 2,500.00 | 2,880.00 |
| 5009019898 | 11/02/2015 | VIRCO | 010-4300 | 3,387.01 | |
| | | | 010-4400 | 4,845.57 | |
| | | | 211-4300 | 3,017.44 | |
| | | | 251-4400 | 1,360.80 | 12,610.82 |
| 5009019899 | 11/02/2015 | WORTHINGTON DIRECT, INC. | 010-4300 | 1,365.35 | |
| | | | 211-4300 | 4,881.19 | |
| | | | Unpaid Sales Tax | 366.36- | 5,860.18 |
| 5009019900 | 11/03/2015 | Pam Sellman | 010-4300 | | 70.08 |

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

Page 6 of 7

Checks Dated 10/12/2015 through 11/05/2015

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|--------------|------------|---|-------------------------------|-----------------|---------------------|
| 5009019901 | 11/03/2015 | Yenni Luna | 010-4300 | | 134.85 |
| 5009019902 | 11/03/2015 | Fumiko Kitazumi | 130-5200 | | 23.00 |
| 5009019903 | 11/03/2015 | Dulce M. Heller | 130-5200 | | 123.98 |
| 5009019904 | 11/03/2015 | AnaLaura Orozco | 010-5200 | | 24.68 |
| 5009019905 | 11/03/2015 | Architecture for Education Incorporated | 211-6101 | | 8,484.17 |
| 5009019906 | 11/03/2015 | VCOE GRAPHICS CENTER | 010-5800 | | 3,767.61 |
| 5009019907 | 11/03/2015 | HOME DEPOT CREDIT SERVICES | 010-4300 | 2,141.59 | |
| | | | 010-4325 | 30.74 | |
| | | | 010-4360 | 148.22 | |
| | | | 130-4300 | 16.38 | 2,336.93 |
| 5009019908 | 11/03/2015 | JOHN PENCE BUILDING INC. | 211-6175 | | 4,050.00 |
| 5009019909 | 11/03/2015 | Julle Avnit | 211-5800 | | 6,440.00 |
| 5009019910 | 11/03/2015 | Blaine Kuten | 010-5800 | | 318.44 |
| 5009019911 | 11/03/2015 | PRO-ED | 010-4300 | 2,283.94 | |
| 5009019912 | 11/03/2015 | MJP COMPUTERS | Unpaid Sales Tax | 169.19- | 2,114.75 |
| 5009019913 | 11/03/2015 | Patriot Online Stores | 010-5800 | | 232.00 |
| | | | 010-4300 | 604.90 | |
| 5009019914 | 11/03/2015 | PERMA BOUND | Unpaid Sales Tax | 44.15- | 560.75 |
| | | | 010-4200 | 1,944.36 | |
| | | | 010-4300 | 1,824.83 | 3,769.19 |
| 5009019915 | 11/03/2015 | Pioneer Chemical Co | 010-4300 | | 405.00 |
| 5009019916 | 11/03/2015 | POSITIVE PROMOTIONS | 010-4300 | 244.20 | |
| 5009019917 | 11/03/2015 | PRINTECH | Unpaid Sales Tax | 18.10- | 226.10 |
| 5009019918 | 11/03/2015 | SC Fuels | 010-9320 | | 3,465.18 |
| | | | 010-4300 | 1,222.71 | |
| | | | 010-4360 | 20.63 | |
| | | | 130-4300 | 126.13 | 1,369.47 |
| 5009019919 | 11/03/2015 | Time For Kids | 010-4300 | | 2,060.64 |
| 5009019920 | 11/03/2015 | VCOE | 010-5800 | | 190.00 |
| | | | Total Number of Checks | 237 | 1,346,445.60 |

Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|--|--------------------------------|-------------|---------------------|
| 010 | General Fund | 205 | 1,025,362.29 |
| 130 | Cafeteria Fund | 29 | 142,533.29 |
| 211 | Building Fund | 12 | 126,733.35 |
| 251 | CAPITAL FACILITIES - RESIDENTI | 8 | 51,684.38 |
| 490 | Capital Projects Fund for Blen | 1 | 898.52 |
| Total Number of Checks | | 237 | 1,347,211.81 |
| Less Unpaid Sales Tax Liability | | | 766.21- |
| Net (Check Amount) | | | 1,346,445.60 |

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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11.4



SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 11.4. Approval of the Memorandum of Understanding Between the Ventura County Office of Education FY 2015-2016

Speaker: Oscar Hernandez

Quick Summary / Abstract: The purpose is to support teachers in the implementation of the California Standards and the California English Language Development (ELD) Standards.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the District" and Ventura County Office of Education will work together toward promoting systematic and coherent implementation of the California Standards and the California ELD Standards for up to 25 teachers and administrators. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

The District agrees to:

1. Provide site and refreshments for each of the training sessions.
2. Provide presentation equipment set up as requested (LCD monitor).
3. Pay for and provide substitute teachers, if they are needed. (not to exceed \$6,000)
4. Support professional learning through regular classroom visits by school administrator to monitor and support implementation of new learning.
5. Pay VCOE, Curriculum and Instruction Department \$30,584.00, plus additional charges for materials and printing costs, not to exceed \$3,059.00. California ELD Standards are an additional charge from VCOE Graphics Department.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 2015 until June 2016. Specific dates will be selected and mutually agreed upon.

Financial Impact: Fiscal Impact: \$39,643

Recommended Motion: Funding Source: Title II funds (includes fees, substitutes and materials)
Staff recommends approval.

Attachments:
APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH VENTURA COUNTY OFFICE OF EDUCATION FOR 2015-2016 SCHOOL YEAR

**AGREEMENT BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND RIO SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction staff in training the Leadership team, K-8 teachers and additional certificated staff in the Rio School District, hereafter called "the District." The purpose is to support teachers and administrators in the implementation of the California English Language Development (ELD) Standards.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the District" and the Ventura County Office of Education will work together toward promoting systematic and coherent implementation of the California ELD Standards. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. Ventura County Office of Education agrees to:

- a. Provide six full days of leadership professional development focused on Professional Learning Communities (PLC) and ELD. The professional development will be presented by two VCOE directors. The total cost of the six full days including customized design time is \$12,210.00.
- b. Provide twelve full days of ELD professional development for elementary teachers. The professional development will consist of one day per school in the fall with a follow-up day in the winter. The professional development will be presented by one VCOE content specialist. The total cost of the twelve full day sessions including customized design time is \$9,765.00.
- c. Provide Integrated ELD professional development for middle school teachers and additional certificated staff in the following disciplines: English Language Arts, History/Social Science, Science and Math. The professional development sessions will be presented by one VCOE content specialist. The total cost for the four full day sessions including customized design time is \$3,255.00.
- d. Provide five half day professional development sessions for middle school teachers and additional certificated staff during "Learning Thursdays" to support Integrated ELD. The sessions will be presented by one VCOE content specialist. The total cost of the four half day sessions including customized design time is \$2,494.00.
- e. Provide one half day PLC Overview for the staff at Rio Lindo School. The professional development will be facilitated by two VCOE directors. The total cost of the half day training including customized design time is \$1,430.00.
- f. Provide one half day PLC training for the staff at Rio Vista School. The professional development will be facilitated by two VCOE directors. The total cost of the half day training including customized design time is \$1,430.00.
- g. Maintain ownership of all documents and data produced in the training sessions.
- h. Provide handouts for each participant for above trainings. VCOE graphic charges to be paid by the District. Graphic and supply charges are not to exceed \$3,059.00

2. The District agrees to:

- a. Provide site and refreshments for each of the training sessions.
- b. Provide presentation equipment set up as requested (LCD monitor).
- c. Support professional learning through regular classroom visits by school administrator to monitor and support implementation of new learning.
- d. Pay Ventura County Office of Education \$30,584.00 for CI staff support, plus additional charges for materials and printing costs, not to exceed \$3,059.00.
- e. If the district chooses to purchase the California ELD Standards there will be an additional cost from the VCOE Graphics Department.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented June 2015 until June 2016. Specific dates will be selected and mutually agreed upon.

For the Rio School District

Signature

Date

For the Ventura County Office of Education

Valerie Chrisman, Ed.D., Associate Superintendent

Date

11.5



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 11.5. Approval of the Vantage Learning Agreement Renewal FY 2015-2016

Speaker: Oscar Hernandez

Quick Summary / Abstract: MY Access! School Edition is the award-winning, cloud-based writing development solution that utilizes artificial intelligence and linguistic technologies to bring wide-scale differentiated instruction to the writing process. Educators can make timely, data-driven decisions for successful differentiated instruction and motivate students to write more frequently.

The program enhances students' learning experience with a fun, interactive interface that provides them with more than 1,500 writing topics in math, science, language arts, and social studies that are aligned to state standards such as the Common Core. Additionally, teachers have the ability to create their own prompts matching specific curriculum needs.

When students log in to MY Access! they can see pending assignments from each teacher as well as their progress to date. As students begin the writing process, they have access to a variety of prewriting tools, including graphic organizers and printable resources to assist them in planning their responses.

When students submit their writing, MY Access! provides immediate assignment scores so that they can begin the process of revision at once. MY Access! prompts are trained to be evaluated through the programs intelli-metric scoring system, which provides students with even more feedback than a comprehensive holistic score, breaking down their submission into each of the standard domains of writing:

Focus and Meaning

Content Development

Organization

Language Use, Voice and Style

Mechanics and Convention

My Access was piloted by teachers in grades 4-8 during May-June of 2013 and implemented district-wide during the 2014-2015 school year. My Access has proven to be a valuable supplemental writing program with proven results. Educational Services recommends approval of the attached professional development agreement to include



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Financial Impact: initial, follow-up training coupled with coaching and implementation support at the school site for teachers and site administrators.
Fiscal Impact: \$29,270

Funding Source: LCFE Supplemental Grant Funds

Recommended Motion: Staff recommends approval.

Attachments:
Approval of Vantage Learning Agreement Renewal 2015-2016



Americas Headquarters
6805 Route 202
New Hope, Pa 18938
www.vantagelearning.com

North American Sales Office
113 Floral Vale Boulevard
Yardley, Pa 19067
Tel: 800.230.2213 opt 3
Support: support@vantage.com

Vantage Learning's Order form

| | | | | | | | |
|------------------------|---------|----------------------|--------|--------------------|--------------|-------------------|---------|
| Effective Date: | 11/4/15 | Initial Term: | 1 year | Sales Rep.: | Trish Eisele | Offer Date | 11/4/15 |
|------------------------|---------|----------------------|--------|--------------------|--------------|-------------------|---------|

| | |
|---|--|
| <p>Client Information:</p> <p>Company or Institution: <u>Rio School District</u></p> <p>Address: <u>2500 Vineyard Avenue</u> <u>Oxnard, CA 93036</u></p> <p>Billing Contact: (if different than Client Contact)</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Fax : _____</p> <p>E-Mail : _____</p> | <p>Client Contact for Notices:</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Title: _____</p> <p>E-Mail: _____</p> <p>Vantage Learning Contact for Notices:</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Fax : _____</p> <p>E-Mail: _____</p> |
| <p>Upgrade/Account Change Authority: (Check contacts with authority to upgrade contract)</p> <p> <input type="checkbox"/> Client Contact <input type="checkbox"/> Billing Contact <input type="checkbox"/> Technical Contact <input type="checkbox"/> Other (See Special Instructions) </p> | |

| | |
|---|---|
| <p>Vantage Learning Sales Contact:</p> <p>Name: <u>Trish Eisele</u></p> <p>Address: <u>113 Floral Vale Blvd</u> <u>Yardley, PA 19067</u></p> <p>Phone : <u>800-230-2213 Ext. 1106 or direct 267-756-1106</u></p> <p>Fax : <u>267-756-1446</u></p> <p>E-Mail : <u>peisele@vantage.com</u> <u>Andrew Singleton 267-756-1120</u> <u>phone/asingleton @vantage.com</u></p> | <p>Vantage Learning Billing/Invoicing Contact:</p> <p>Name: <u>Sophie Miao</u></p> <p>Address: <u>Vantage Learning, USA, L.L.C.</u> <u>6805 Route 202, New Hope, PA 18938</u></p> <p>Phone : <u>800-230-2213 x7315</u></p> <p>Fax : _____</p> <p>E-Mail : <u>smiao@vantage.com</u></p> |
|---|---|



*PLEASE NOTE THAT ALL TRAVEL AND EXPENSES FOR PROFESSIONAL DEVELOPMENT AND IMPLEMENTATION SERVICES WILL BE BILLED DIRECTLY TO CLIENT UNLESS EXPRESSLY DENOTED OTHERWISE ABOVE.

Terms and Conditions

Client hereby requests the following enumerated services from Vantage Learning as detailed in this Purchase Order Form together with schedules or exhibits attached hereto as applicable and necessary. This Purchase Order Form is issued pursuant and subject to applicable Vantage Learning End-User Subscription Agreement(s) ("EUSA") and Technical Agreement(s) ("Tech Agmt"), available on line at <http://www.vantagelearning.com/tou> covering the services specifically requested and shall only become valid when executed by Client and thereafter accepted by an authorized representative of Vantage Learning. This Purchase Order Form, the applicable Terms & Conditions of the EULA, Tech Agmt, ancillary Vantage Learning services order form(s) and any addenda thereto, shall collectively constitute the Sale and Purchase Agreement between the parties. THIS AGREEMENT SUPERSEDES ANY PROVISIONS OF ANY CLIENT DRAFTED PURCHASE ORDER AND SUPERSEDES ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CLIENT AND VANTAGE LEARNING OR VANTAGE LEARNING SALES AGENTS RELATING TO THE SUBSTANCE MATTER HEREOF.

| | | | |
|--------------------------------------|--|---|--|
| ACCEPTED BY CLIENT: | | ACCEPTED BY VANTAGE LEARNING USA, LLC: | |
| AUTHORIZED Signature: | | <i>Patricia Elsele</i> | |
| _____ AUTHORIZED SIGNATURE | | _____ SIGNATURE Patricia Elsele | |
| _____ NAME (mm/dd/yyyy) | | _____ NAME | |
| _____ DATE | | _____ DATE 11/4/15 | |
| _____ Title | | | |
| Client Purchase Order No: | | | |
| <input type="text"/> | | | |

11.6



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: 11.6. Approval of Contract Renewal with Anthony Cody for Professional Development Services FY 2015-2016

Speaker: Oscar Hernandez

Quick Summary / Abstract: The ongoing partnership between Anthony Cody and the Rio School District provides professional development opportunities for K-5 teachers that provide highly practical instructional strategies with which teachers can deliver 21st Century proficient education to K-5 students. Anthony Cody and the District will mutually support teachers as they co-construct the design and implementation of Project Based Learning (PBL) at the following schools: Rio Lindo, Rio Rosales and Rio del Mar.

Financial Impact: Fiscal Impact: Not to exceed \$7,000 plus \$6,000 for substitutes

Funding Source: Title I professional development funds

Recommended Motion: Staff recommends approval

Attachments: APPROVAL of ANTHONY CODY CONTRACT for 2015-2016

AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 19th day of November, 2015, by and between the **RIO SCHOOL DISTRICT**, 2500 Vineyard Avenue, OXNARD, CA 93036 DISTRICT, hereinafter referred to as the DISTRICT and **Anthony Cody** hereinafter referred to as the CONTRACTOR.

WITNESSTH:

WHEREAS, the District is authorized by California Government Code, Section 530609 to contract with an independent contractor for the furnishing to the District special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this Agreement; and

WHEREAS, the District has determined that it is necessary that the services set forth herein be provided, and that such services will assist the governing board providing an enhanced instructional program and in discharging its legal obligations will supplement assistance by State and County authorities and not replace such assistance; and

WHEREAS, the Contractor has offered to provide to the District such special services;

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

1. **SCOPE OF WORK**

This work will deliver training and support in Project Based Learning for Rio Rosales, Rio Lindo and Rio Del Mar elementary schools. Rio Lindo has already held several training sessions, so the work there will focus on sharing student work and enhancing teacher capacity to assess and provide feedback to students. Rio Rosales and Rio Del Mar are newer to the process, so the work will be more of an introduction to the basics of Project Based Learning, with some time for teachers to begin to develop their own projects. Training dates will be held on December 2-4, 2015 and February 3-5, 2016.

Professional development contractor service fees and travel expenses not to exceed \$7,000. Contractor will coordinate and plan days with Rio administrators and teachers.

2. **COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay amount not to exceed **\$7,000.00**, beginning on **November 19, 2015** and ending on **June 30, 2015**. These dates may be changed by an amendment to this agreement signed by both parties.

3. **EXPENSES.** (Program Manager initial the applicable option)

A. The contractor **will not be reimbursed** for travel or other expenses.

B. In addition to the specified compensation, travel and/or expenses will be reimbursed as follows:

- Travel: Mileage at the rate of \$.50 per mile up to the total of \$ 200.00. Actual air fare (original receipts required) trips with prior written permission.
- Other: List authorized expense, limits and maximum amounts. (ie: copies, telephone or fax charges)

3. INDEPENDENT CONTRACTOR. While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement except as otherwise provided herein. The Contractor's signature verifies that a proper background check through the Department of Justice has been completed and does not include irregularities (conviction of a violent or serious felony) per penal codes Section 667.5c and 1192.7c.

4. INSURANCE. (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) If requested, Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Contractor's services. All insurance shall be with an insurance company with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 97757 and authorized to conduct business in the State of California.

Required insurance coverage shall include: Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor. Such liability insurance shall provide a minimum coverage of \$1,000,000.

If requested, Contractor shall furnish to the District, prior to commencement of services under this agreement, Certificates of Insurance as evident of the coverage and limits stated above. Certificates of Insurance shall:

- A. Names the District as additional insuree.
- B. Provide a minimum of 30 days advance written notice of cancellation or material changes.
- C. State that coverage afforded the District as additional insured shall apply as primary and not excess to any insurance issued the District.

The Contractor agrees to provide workers compensation insurance covering services to be provided by Contractor under this agreement, or to self-insure such services, and to provide a Certificate of Insurance to the District as proof of coverage **if requested**.

5. **INDEMNIFICATION/HOLD HARMLESS.** Contractor also agrees to hold harmless and indemnify the District, its officers, agents employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses cause solely by the negligence of the District or any of its officers, agents, employees, and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his subcontracts, and of person either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

7. **COPYRIGHT.** Contract hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or product developed by or as a result of this Agreement. Contractor shall maintain the confidentiality of any such material produced.

8. **ASSIGNMENT.** The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations provisions, or conditions without the written consent of the District.

9. **COMPLIANCE WITH FINGERPRINT LAWS.** Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

Contractor is required to comply with fingerprint certification. (See Appendix A)

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

RIO SCHOOL DISTRICT

Principal/Department Head Date

Director of Fiscal Services Date

Superintendent or designee Date

CONTRACTOR

Authorized Signature Date

Anthony Cody
Print or Type Name

Tax ID # (required W-9 attachment)
Address

Address

Phone # Fax #

e-mail address

11.7



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 11.7. Approval of the Purchase of Additional Licenses for System 44

Quick Summary / Abstract: Additional System 44 Licenses and materials needed to meet the needs of special education students in the district.

Rationale: System 44 is currently the board adopted Language Arts program for implementation at the middle school.

During the summer of 2015, the district saw an increase of students with special needs at the middle school that pushed us past capacity for the licenses that we currently have. Administration is asking for approval to add an additional class set of materials and licenses to address the needs of our special education students in the middle school level.

After this purchase the yearly rate to maintain the program will be minimal as only new student text books will need to be purchased to continue the program.

Start up training for the teacher and an additional half day of professional development is included in the cost.

The program is highly engaging for our students. It is technology based and aligned to the common core state standards while addressing the specific needs of special education students.

Financial Impact: Fiscal Impact: \$20,296.00

Funding Source: SELPA Out of Home Care Monies

Recommended Motion: Staff recommends approval.

Attachments:
System 44 quote



PRICE QUOTATION

West Region, 2890 E. White Star Avenue, Anaheim, CA 92806 Tel: (800) 342-5331 Fax: (818) 936-0772

| | | |
|--|--------------------------------------|------------------------|
| Submitted to: Rio School District, Rebecca Rocha, rocha@rioschools.org | Submitted by: Juanita Dare | Date: 10/6/2015 |
|--|--------------------------------------|------------------------|

| Description or Title | ISBN # | List Unit Price | Applicable Discount | Final Unit Price | QTY | Extended Total |
|---|--------|-----------------|---------------------|------------------|-----|----------------|
| System 44 Next Generation Expansion Plan | | | | | | |
| 1 S44 NG Secondary Standalone Classroom | | | | | | |
| 20 S44 NG Secondary Student Licenses | | | | | | |
| 20 S44 NG Secondary Student 44Books (standalone) | | | | | | |
| 20 S44 NG Student Decodable Digests | | | | | | |
| System 44 NG Intervention Service Plan | | | | | | |
| - (1) Day Start-up S44 Implementation Training for all Stakeholders | | | | | | |
| - (1/2 day) S44 Leadership Training for district and site leaders | | | | | | |
| - Hosting Services for 20 S44 Licenses (prorated to expire 2/5/16) | | | | | | |
| Total Investment Summary | | \$27,398.00 | \$8,598.00 | \$18,800.00 | 1 | \$18,800.00 |

| | | | | |
|-------------------------|-----------------------|------------|--------------------------|-------------|
| Quote prepared by: | Discount Total | \$8,598.00 | Subtotal | \$18,800.00 |
| Blake Bieritz | | | Shipping/Handling | \$0.00 |
| ph: 720-498-9132 | | | Sales Tax | \$1,496.00 |
| blake.bieritz@hmhco.com | | | TOTAL | \$20,296.00 |

** Quote will expire 11/30/15.
 ** Account Executive: Lindsay Litzinger

*NOTICE REGARDING CHANGE OF OWNERSHIP: The programs and services included within this proposal were formerly under Scholastic Education and Technology Services, a business unit of Scholastic Corporation, acquired by Houghton Mifflin Harcourt™ on May 29, 2015. The acquisition included the transfer of the entire Scholastic Education Technology and Services division, its management and staff, and the proven-effective intervention solutions and services portfolio. Scholastic National Service Organization in Jefferson City, MO is continuing to provide services related to order entry, shipping, invoicing, customer service and payment processing. You will be notified in the future when Houghton Mifflin Harcourt takes responsibility for those processes.

Terms and Conditions: State law requires that sales tax be added to your order unless we have a sales tax exemption certificate on file. Terms are FOB shipping point unless otherwise noted on the purchase order. Houghton Mifflin Harcourt™ is a trademark of Houghton Mifflin Harcourt Publishing Company.

11.8



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 11.8. Approval of Architecture for Education Incorporated Proposal for Additional Work to Relocate the Rio K-8 STEAM Site

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: Additional work by engineers and landscape designers is necessary to accommodate the relocation of the K-8 Community STEAM Campus from initially designed location.

Financial Impact: Fiscal Impact: \$48,300.00

Funding Source: Measure G Bond

**Recommended
Motion:** Staff recommends approval.

Attachments:
A4ERelocate

A4E

ARCHITECTURE FOR EDUCATION INCORPORATED

October 9, 2015

Ms. Kristen Pifko
Assistant Superintendent of Business Services
Rio School District
2500 East Vineyard Ave
Oxnard, California 93036

RE: Proposal to relocate the Rio K-8 Campus

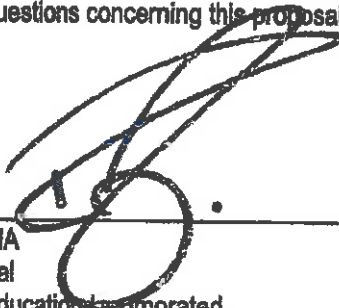
Dear Kristen:

We have reviewed the impact of relocating the District Office and the attached plan was approved this morning for the adjustment. We have consulted with our engineering team and believe we can limit the project delay and additional design costs to make this modification.

We are proceeding with the modification in anticipation of the October 21st Board meeting, completing necessary research and coordination to ensure an efficient solution. Upon approval to proceed we will quickly fold the revision into the project anticipate having an updated plan for District review by November 18th and the full package ready for DSA submittal by March 4th.

For this effort we request an additional service Lump Sum Fee total of \$48,300.00 which includes the additional work by our engineers and landscape designers to accommodate the change after 100% DD. Please contact me if you have any questions concerning this proposal.

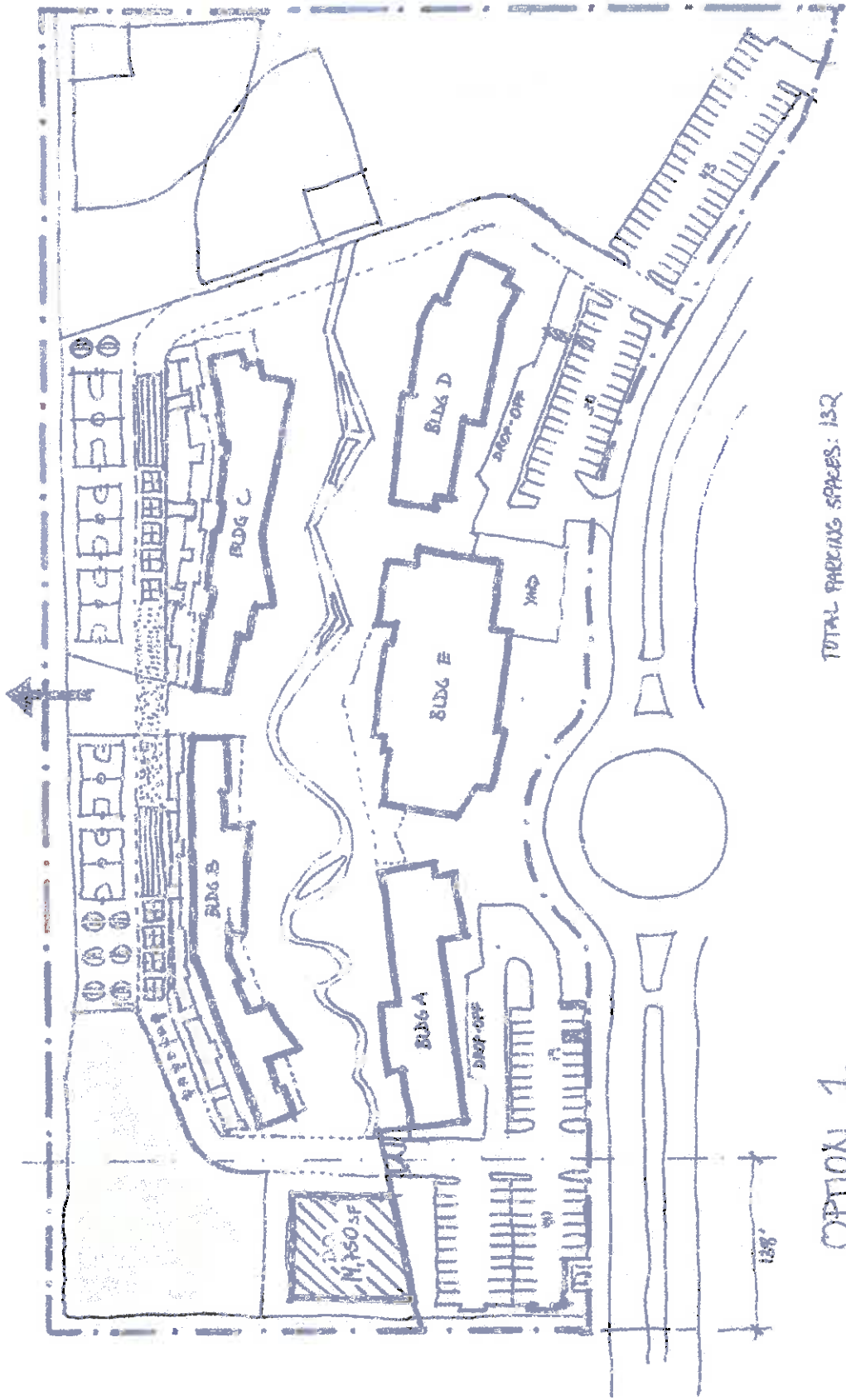
Sincerely,



Rachel Adams, AIA
Managing Principal
Architecture for Education Incorporated

Kristen Pifko
Assistant Superintendent of Business Services
Rio School District

Date



TOTAL PARKING SPACES: 132

OPTION 1



October 2, 2015

Rio School District K-8 Community STEAM Campus
Design Schedule

Construction Documents **23 weeks** **Sep 28, 2015 – Mar 4, 2016**

- Week 1: Project QAQC & Cleanup
- Week 2: In-house Kickoff
- Week 3: Consultant Kick off
- Week 4: A4E Updated Backgrounds Oct 22
- Week 5: Consultant Updated Backgrounds Oct 29
- Week 6: A4E Updated Backgrounds Nov 5
- Week 7: Consultant Updated Backgrounds Nov 12
- Week 8: A4E Updated Backgrounds Nov 19
- Week 9: Happy Thanksgiving
- Week 10: Consultant Updated Backgrounds Dec 3
- Week 11: A4E Updated Backgrounds Dec 10
- Week 12: Consultant Updated Backgrounds Dec 17
- Week 13: Merry Christmas
- Week 14: A4E Offices Closed
- Week 15: A4E Updated Backgrounds Jan 7
- Week 16: Consultant Updated Backgrounds Jan 14
- Week 17: A4E Updated Backgrounds Jan 21
- Week 18: Consultant Updated Backgrounds Jan 28
- Week 19: A4E Updated Backgrounds Feb 4
- Week 20: Consultant Updated Backgrounds Feb 11
- Week 21: A4E Final Updated Backgrounds Feb 18
 Local Fire Approval
 Coordination Meetings
 Local Agency Reviews (health, utilities, traffic)
- Week 22:
- Week 23: 90% Construction Documents

DSA Review **15 weeks** **Mar 7 – Jun 17, 2016**

- Submit Construction Document Package to DSA for Review
- Submit to California Department of Education for Final Approval
- Receive Rio SD Comments on CD Package
- Start 100% Detailed Cost Estimate

66 N. CATALINA AVENUE
 PASADENA, CALIFORNIA 91106
 626-356-4080
 626-356-3080 F
 www.architecture4e.com

| | | |
|---|-----------------|-------------------------------|
| Back Check | 8 weeks | June 20 – Aug 12, 2016 |
| Receive DSA Review Comments and Set Back-check Appointment Local Fire Department Approval Local Utility Approval and Contracts Secured Comments, Making Alterations to CD Package as Required Attend DSA Back-check Appointment & Secure Approval of Project Submit DSA Approved Documents to Rio School District for Approval to Bid Review 100% Detailed Cost Estimate, identify Bid Alternates | | |
| Bidding and Negotiations | 8 Weeks | Aug 15 – Sept 30, 2016 |
| Submit Project to OPSC for Funding Prepare Bid Package Issue Notice Inviting Bids: 1 st Advertisement, 2 nd Advertisement Conduct Pre-bid Conference If Needed, Prepare and Issue Addendums Open Bids, Review and Issue Contracts for Construction | | |
| Construction | 52 Weeks | Oct. 2016 – Oct 2017 |
| Move In | 2 Weeks | Oct, 2017 |
| Project Close Out | 4 Weeks | Jan, 2018 |

11.9



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: 11.9. Approval of Class Leasing Proposal for Two(2) DSA Ramps at Rio Real Elementary School.

Speaker: Kristen Pifko

Quick Summary / Abstract:

Rationale: Rio Real Elementary School is in need of (2) DSA Ramps with Landing.

Financial Impact: Fiscal Impact: \$9,162.00

Funding Source: General Obligation Bond

Recommended Motion: Approve the proposal for (2) DSA Ramps at Rio Real Elementary School.

Attachments:
RampsReal

CLASS LEASING, LLC.

1221 Harley Knox Blvd. Perris, Ca 92571-7408
Voice (951) 943-1908 * FAX (951) 943-5768

October 21, 2015

DSA A #03-116581

Rio School District

Attn: Keith Henderson (e-mail: KHenderson@Balfourbeattyus.com)

RE: Proposal for (2) DSA Ramps At Rio Real Elementary School

The following proposal is based upon the Rio School District utilizing the Open Piggyback Contract Bid with Chawanakee USD (Bid No. 2011-01) to purchase (2) DSA ramps as outlined below.

Item I - Purchase (2) DSA Ramps

| Item | Charge | | Total |
|-----------------------|----------|---|----------|
| A) DSA Ramp w/Landing | 3,486 | 2 | 6,972 |
| B) Delivery | 1095 | 2 | 2,190 |
| C) Installation | Included | 2 | Included |

General Note: Payment terms are per the Chawanakee Piggyback Contract

Item II - Inclusions

- 8' x 6'6" landing with 4'x11' ramp and handrails (transition to grade by others)
- DSA drawings to Architect for DSA submittal. (Std. Ramp DSA Stockpile approved drawings)

Item III - Exclusions

- DSA submittal, and final site & approval including site specific inspections.
- Access in-out of site for all equipment, trucking & workmen.
- Level asphalt or dirt pad for landing & ramp.
- Transition of ramp toe to grade; ramps fixed at 11'.
- Transition of handrail extensions beyond 12" to meet site ADA compliance.
- On site / In Plant DSA Inspection's.
- Bonds
- Anything not included is excluded.

If the above is acceptable, please sign below or provide a Letter of Intent and return by October 30th.

If you have any questions please do not hesitate to contact me at (951) 943-1908 or on my cell at (951) 293-1668.

Sincerely,
CLASS LEASING, LLC.

Dave Morgan

Dave Morgan
Sales Representative

ACCEPTED _____ DATE _____

BY _____

TITLE _____

ESTIMATED SITE READY DATE _____
(Month/Year)

FAK
PBC
10/22/15

11.10



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: 11.10. Approve Pro Fab Construction Proposal, Inc. for Portable Foundation Repair for the Kindergarten Buildings.

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: Pro Fab Construction, Inc. will repair the portable foundation for two buildings at Rio Real.

Financial Impact: Fiscal Impact: \$11,700.00

Funding Source: Measure G Bond

Recommended Motion: Approve the proposal from Pro Fab Construction, Inc.

**Attachments:
Proposal from Pro Fab**

11.11



SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: 11.11. Approval of Contract with Kruger Bensen Ziemer Architects, Inc. for the Rio Lindo Kitchen Replacement - Additional Services

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: Due to an old open DSA application, additional scope needs to be added to any new work performed at Rio Lindo in order to obtain DSA approval for new plans. The additional work for the Rio Lindo kitchen replacement and the restroom/administrative scope is as follows:

Kitchen Replacement Additional work: \$19,000.00

Restroom/Admin. scope additional work: \$14,600.00

Financial Impact: Fiscal Impact: \$33,600

Funding Source: General Obligation Bond

Recommended Motion: Approve contract for additional services for Rio Lindo Replacement and Restroom/Admin scope.

Attachments:
KBA Invoice



Rio School District
 Rio Lindo Kitchen Replacement
 Additional Services Proposal #1 (revised)

05 November 2015 (revised)

Rio Elementary School District
 Attn. Kristen Pifko, Ass't. Superintendent
 2500 E. Esplanade Dr, Suite 100
 Oxnard, CA 93036

Re: **Rio Lindo Kitchen Replacement – Additional Services**

Dear Ms. Pifko,

It has been a pleasure working with your team on the Rio Lindo Kitchen! As the project has moved through Schematic Design, several issues have been raised which will require additional services in order to be resolved:

- In order to avoid food service flow conflicts on assembly days, it was agreed that a second serving area be created in the teacher's workroom (north side of the kitchen/cafeteria) with an exterior service window.
- The previously uncertified modernization project contained staff restrooms that were not constructed. KBZ will assist with removal of the restroom scope from the prior modernization and include additional scope in the Kitchen project to demolish and expand the two non-accessible staff restrooms into fully accessible ones. The existing kitchen staff restroom is proposed to be left as-is.
- There is currently no existing accessible path of travel from the accessible parking spaces to the Admin office and the kitchen project space. KBZ will design an accessible route from the existing parking spaces, including reconstruction of the service yard wall that is being demolished as part of the electrical upgrade project. Also included will be the design and documentation of new entry elements and a covered walkway to the school office.
- A wall-hung electronic marquis is to be added to the north side of the kitchen exterior, which KBZ will make related provisions for structural, electrical, and communication.
- The existing fire alarm system that no longer complies with current code requirements is being handled under a separate proposal from KBZ for a campus-wide fire alarm replacement.

Proposed Additional Services Fees for the above scope:

| | |
|---------------|---------------------|
| Architectural | \$ 11,000.00 |
| Structural | \$ 1,500.00 |
| Mech/Plumbing | \$ 4,000.00 |
| Electrical | \$ 2,500.00 |
| Total | \$ 19,000.00 |

We also understand that the following items have been requested:

- Refurbishment and reconfiguration of the Admin Office, Principal's Office, and Nurse's area, including accessibility upgrades for the Nurse's restroom. Reconfiguration is expected to occur within the existing footprint and without modifying any structural bearing walls.
- Upgrading the two south side staff restrooms (across from the Office), with the intent of making these restroom accessible if feasible.

Proposed Additional Services Fees for the additional Restroom/Admin scope:

| | |
|---------------|---------------------|
| Architectural | \$ 7,500.00 |
| Structural | \$ 2,000.00 |
| Mech/Plumbing | \$ 2,600.00 |
| Electrical | \$ 2,500.00 |
| Total | \$ 14,600.00 |

Handwritten note:
 Pifko
 11/5/15
 LF100



**Rio School District
Rio Lindo Kitchen Replacement
Additional Services Proposal #1 (revised)**

| | |
|---|---------------------|
| Existing Purchase Order (#G16-00012) Amount: | \$86,600.00 |
| Total of Additional Services above: | \$33,600.00 |
| New Purchase Order Amount: | \$120,200.00 |

it is our understanding that the above scope will be added to the current Kitchen project, keeping it as a single project for DSA Approval, bidding, and construction using the traditional design-bid-build delivery method.

If the District finds this proposal acceptable, please sign the proposal below to serve as the letter of intent and return to our office. This proposal is valid for 60 days.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or wish to see modified, please contact me at your earliest convenience.

Very truly yours,

Todd A. Jespersen AIA, LEED AP_{BD+C}
Principal Architect
California License #C25839

Agreed:

Signature

Printed name

Date

11.12



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: 11.12. Approve Kruger Bensen Ziemer Architects, Inc. Proposal for Campus-wide Fire Alarm at Rio Lindo.

Speaker: Kristen Pifko

Quick Summary / Abstract:

Rationale: KBZ Architects will be providing services to replace the campus-wide fire alarm system at Rio Lindo.

In order to enhance student and teacher safety at Rio Lindo, the district would like to upgrade and replace the existing fire alarm system to the latest DSA standards.

Financial Impact: Fiscal Impact: \$56,430

Funding Source: Measure G

Recommended Motion: Approve the proposal from KBZ Architects to replace the campus-wide alarm system at Rio Lindo.

Attachments:
KBZ Proposal for fire alarm at Rio Lindo

23 October 2015

Rio Elementary School District
Attn. Kristen Pifko, Ass't. Superintendent
2500 E. Esplanade Dr, Suite 100
Oxnard, CA 93036

Re: Rio Lindo Campus-Wide Fire Alarm

Dear Ms. Pifko,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist Rio School District with the Campus-Wide Fire Alarm Replacement at Rio Lindo Elementary. This project will upgrade the fire alarm system to a fully-automatic, voice-evacuation type system compliant with current code requirements, resulting in new wiring and devices throughout the campus, including any portable/modular classrooms. It is assumed that surface raceway will be utilized with the buildings, except where lay-in ceiling provide accessible ceiling space for wiring. The Following is an outline of services that will be provided by KBZ and our consultants.

OUTLINE OF SERVICES:

1. Field Verification & System Design:

- Review of Site/Buildings/Available drawings & provide field confirmation of existing conditions.
- Review of existing and potential new building-to-building pathways.
- Mechanical Engineer will review existing mechanical equipment to determine which (if any) need to be part of the fire alarm system (typically for automatic shutdown of units > 2000 cfm).
- KBZ will work with Facilities to establish the manufacturer and panel type as the potential district standard for future campus-wide fire alarm projects.
- (2) SD review meetings for discussion and input regarding the system design, panel & device locations, and building-to-building pathways.

3. Construction Documents & DSA Permitting:

- Final investigations on site for confirmation of proposed work vs. existing conditions.
- Finalization of plans, details, specifications, and cut-sheets required for DSA submittal.
- Preparation and submittal of the DSA project application package, including forms, DSA fee calculations, and response to any "incomplete submittal" letters that DSA may issue.
- (1) Review meeting when the CD's are approximately 75% complete.
- Coordination with cost estimator (CM or other District consultant).
- Correction of drawings and specifications for DSA back-check appointment for approval.

4. Bid/Negotiate:

- KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy (or other vendor) for distribution.
- KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
- KBZ will answer pre-bid RFI's and issue Addenda as necessary.
- KBZ will attend the bid opening and assist with bid tabulation as requested.
- KBZ will assist the District with bid evaluations and recommendations for award.

5. Construction Administration:

- KBZ will coordinate the pre-construction conference meeting.
- KBZ attend the (6) regular job meetings during the construction period; should more be required, these may be charged as extra services based on the attached rate sheet.
- KBZ will review pay applications and review as-builts to ensure they are being updated regularly.

KRUGER BENSEN ZIEMER ARCHITECTS, INC.
199 FIGUEROA STREET, SUITE 100A, VENTURA, CA 93001 PHONE 805.650.1033 WWW.KBZARCH.COM

Handwritten note in a cloud shape:
BAC
11/5/15
LINDO
E.A.



Rio School District
Rio Lindo Campus-Wide Fire Alarm
Proposal/Agreement

- KBZ will participate in two punch list walks at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services based on the attached rate sheet.

6. Closeout:

- KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
- KBZ will submit the DSA-6AE final verified report to DSA and assist with other DSA forms as necessary for certification.
- KBZ will verify punch list items are complete per above (1 walk).

PROPOSED FIXED FEE: \$ 56,430.00, which includes a \$750 reimbursable allowance for printing & shipping.

We are proposing to use the following consultants for this project:

| | |
|-------------------------|---------------------|
| Mech/Plumbing Engineer: | AE Group |
| Electrical Engineer: | C.Hood & Associates |

The fee as noted above shall be billed each month based on percentage of completion.

This proposal does not include hazardous material surveys, geotechnical studies, topographic or boundary surveys, CEQA analysis/documentation, full-building seismic analysis/evaluation, assessments of the electrical systems, or cost estimating. Payment of all fees to regulatory bodies (e.g. DSA, etc.) shall be the responsibility of the District.

If the District finds this proposal acceptable, please have the District Assistant Superintendent of Business Services sign the proposal below to serve as the letter of intent and return to our office. We expect that a comprehensive agreement will then be executed within 30 days: either the AIA B-201 (2007) Owner/Architect Agreement or the District's Professional Services Agreement. This proposal is valid for 60 days.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or wish to see modified, please contact me at your earliest convenience.

Very truly yours,

Todd A. Jespersen AIA, LEED AP^{BD+C}
Principal Architect
California License #C25839

Agreed:

Signature

Printed name

Date

Rio Plaza Elementary School Kitchen Modernization

October 23, 2015

| | Principal | | Proj. Mgr. | | CAD/Support | | Mech/Plumb Engineer | Electrical Engineer | Total |
|--|-----------|-------|------------|-------|-------------|-----------------|---------------------|---------------------|--------------------|
| | Hrs | Rate | Hrs | Rate | Hrs | Rate | | | |
| Field Verification Phase | | | | | | | | | |
| Existing Doc's Review & Site Investigation | | \$175 | 4 | \$135 | 12 | \$110 | \$1,000 | \$10,000 | \$18,950.00 |
| As-Built Conversion to CAD | | \$175 | 6 | \$135 | 24 | \$110 | | | \$1,860.00 |
| Design Plans/Details/Coord | 2 | \$175 | 2 | \$135 | 4 | \$110 | | | \$3,450.00 |
| (2) DD Review Mtgs/Prep | 4 | \$175 | | \$135 | 8 | \$110 | | | \$1,060.00 |
| | | | | | | | | | \$1,580.00 |
| Construction Document Phase | | | | | | | | | |
| Final On-Site Investigation/Confirm. | | \$175 | 4 | \$135 | | \$110 | | \$15,000 | \$22,700.00 |
| CD Plans/Coordination/DSA Corrections | 2 | \$175 | 4 | \$135 | 4 | \$110 | | | \$540.00 |
| (1) CD Review Meeting/Prep | 2 | \$175 | | \$135 | 4 | \$110 | | | \$1,330.00 |
| DSA Submittal Package/Processing | 2 | \$175 | 8 | \$135 | 4 | \$110 | | | \$790.00 |
| DSA Backcheck/Approval | 2 | \$175 | 8 | \$135 | 4 | \$110 | | | \$1,870.00 |
| Coordination w Cost Estimator | | \$175 | 2 | \$135 | 1 | \$110 | | | \$1,870.00 |
| Specifications/Project Manual | 4 | \$175 | | \$135 | 2 | \$110 | | | \$980.00 |
| | | | | | | | | | \$920.00 |
| Bid/Negotiate Phase | | | | | | | | | |
| (1) Bid Doc Review Meeting/Bid Planning | 2 | \$175 | | \$135 | 2 | \$110 | | \$500 | \$3,100.00 |
| Pre-Bid Conference/Job Walk | 2 | \$175 | | \$135 | | \$110 | | | \$570.00 |
| RFI Responses/Addenda | 2 | \$175 | 4 | \$135 | 4 | \$110 | | | \$350.00 |
| Bid Opening/Tabulation/Evaluations | 2 | \$175 | | \$135 | | \$110 | | | \$1,330.00 |
| | | | | | | | | | \$350.00 |
| Construction Administration Phase | | | | | | | | | |
| Pre-Construction Meeting | 2 | \$175 | | \$135 | | \$110 | | \$1,500 | \$9,470.00 |
| Construction Meetings (6)/Prep | | \$175 | 12 | \$135 | | \$110 | | | \$350.00 |
| Resolution of Construction Issues | 4 | \$175 | 8 | \$135 | 8 | \$110 | | | \$1,620.00 |
| RFI's / Submittals | | \$175 | 10 | \$135 | | \$110 | | | \$2,660.00 |
| Change Orders / Pay Apps / DSA Forms | 2 | \$175 | | \$135 | 8 | \$110 | | | \$1,350.00 |
| Punch List (1 walk) | | \$175 | 4 | \$135 | 2 | \$110 | | | \$1,230.00 |
| | | | | | | | | | \$760.00 |
| Closeout Phase | | | | | | | | | |
| Punch List Completion Confirmation (1) | 2 | \$175 | | \$135 | | \$110 | | \$0 | \$1,460.00 |
| Close-Out Doc review / Final DSA | 2 | \$175 | 4 | \$135 | 2 | \$110 | | | \$350.00 |
| Total Fees: | 38 | | 80 | | 93 | \$27,680 | \$1,000 | \$27,000 | \$55,680.00 |

Reimbursable Allowance: \$750.00

Total Proposed Fee: \$56,430.00

Handwritten note:
 FR
 OK
 11/5/15
 LEAD FR



DONALD ZIEMER
AIA
STEVEN DOWDY
AIA
JOE S WILCOX
AIA
DAWN SOPHIA ZIEMER
Associate AIA
TODD JENSEN
AIA
TERRY CASSAN
AIA

KENNETH KRUEGER
P.A., RETIRED 1999

DONALD BENSEN
AIA, RETIRED 2000

FRANK DE LA BARRA
AIA, RETIRED 2001

KRUGER BENSEN ZIEMER ARCHITECTS INC.
2015 Schedule of Hourly Rates

| | |
|------------------------------------|-----------|
| <i>Principal</i> | \$ 175.00 |
| <i>Project Architect</i> | \$ 150.00 |
| <i>Project Manager/Designer</i> | \$ 135.00 |
| <i>Interior Designer</i> | \$ 125.00 |
| <i>CADD Operator/ Draftsperson</i> | \$ 110.00 |
| <i>Clerical</i> | \$ 85.00 |

Reimbursable expenses will be billed at cost plus 15%.
Effective January 1st, 2015

11.13



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

- Agenda Item:** 11.13. Approve Proposal and Contract for Hughes General Engineering for PC Ramps and Sitework at Rio Real Elementary School.
- Speaker:** K. Pifko
- Quick Summary / Abstract:** Rio Real Elementary School needs to have PC Ramps and sitework completed including installation of AC pad and landing.
- Proposal based on State Prevailing Wages and Payment and Performance Bonds to be provided.
- Rationale:** In order to complete the work that was performed over the summer to add preschool to Rio Real, we need to add ramps and perform some additional site work. This work was excluded from the summer scope due to issues with DSA approval. The plans for this work are now DSA approved. The preschool is successfully operating at Rio Real. This work is needed in order to complete the project.
- Financial Impact:** Fiscal Impact: NTE: \$56,057
- Funding Source: General Obligation Bond
- Recommended Motion:** Approve proposal and contract from Hughes General Engineering.
- Attachments:**
Proposal for PC Ramps

Hughes General Engineering, Inc.
P.O. Box 2293, Camarillo, CA 93011
License No. 644816-A
(805) 642-7700 Fax (805) 642-7711
DIR Registration # 1000003556



To: Balfour Beatty
300 E. Esplanade Drive, Suite 1120
Oxnard, CA 93036

Date: October 21, 2015

Phone: 805-298-0807

Attn: Keith Henderson

Email: khenderson@Balfourbeattyus.com

Subject to the terms hereof, We hereby agree to furnish all labor, materials, and equipment for the Completion in a good and workmanlike manner, Of the work described below:

Description of Property: Rio Real Elementary School / PC Ramps and Sitework
1140 Kenney Street Oxnard, CA 93036 Ventura
Street Address City County

Description of Work: PC Ramps and Sitework to consist of install Sidewalk, install AC pad and landing, install signs on classrooms and hydro seed affected landscaping per plans drafted by Architecture for Education dated 9/30/15/17/2015.

See Detailed Scope of Work on page 2.

Proposal based on State Prevailing Wages and Payment and Performance Bonds to be Provided.

TOTAL PROPOSAL PER ABOVEBREAKDOWN: Work Performed on T & M Basis Not to Exceed \$56,057.00

Exclusions: Fees for Permit, Bonds, Inspection, Engineering, Surveying, Staking, Special metal imbeds, Testing for soils or materials, Water, Water metering, Dewatering of any kind, Digging, Handling or disposal of rock, Hard to handle material or hazardous materials, Grading or export of footing material, Digging or backfill of plumbing or Electrical trenches.

Note: This proposal, including terms & conditions and any attachments hereto, is made a part of any contract entered into. Initial the attached terms and conditions. Progress billing will be made on the 25th day of each month with payment due by the 10th of the following month. Any retention withheld shall be paid within 30 days following the completion of our work. Any alterations or deviation from the above specification involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. This Proposal is valid 30 days only. Void if not accepted within the specified time.

Respectfully Submitted:

By: Jeff Hughes, President

Hughes General Engineering, Inc.

Date: _____

ACCEPTANCE

You are hereby authorized to finish all materials and labor required to complete the work described in the above proposal, for which I/We agree to pay the contract price mentioned in this proposal and according to the terms thereof. I/We have read and agreed to the provisions contained hereto and in any attachments hereto which are made a part hereof and are described as:

Accepted: _____ Date: _____

Contractors are required by law to be licensed and registered by the contractors state license board which has jurisdiction to investigate complaints against contractors, if a complaint is filed within 3 years of the date alleged violation. Any questions concerning a contractor may be referred to the register, Contractors State board, P.O. Box 26000, Sacramento, CA 95826.

Handwritten signature and date: 11/6/15



P.O. Box 2293
Camarillo, Ca. 93011
(805) 642-7700 Fax (805) 642-7711
License No. 644816-A

Description: Rio Real Elementary School - Portion of work per plans received 10-14-15.

SPECIFIC SCOPE OF WORK:

- 1) Remove grass, concrete and fencing in areas of new construction and dispose off-site.
- 2) Remove soils to new subgrade elevations. includes spreading some on-site or disposal off-site.
- 3) Scarify and recompact subgrade to 90% for new AC pads and concrete walk.
- 4) Provide and place 4" CMB under new asphalt areas.
- 5) Provide and install one (1) clean out cover at new AC.
- 6) Provide and place 3" AC paving and AC landings. Approx. 2,646 sf.
- 7) Provide and place 6" thick concrete sidewalk. Approx. 370 sf.
- 8) Provide and install classroom and ramp down signs on two (2) classrooms.
- 9) Hydro seed area of grass affected by construction.

Total Proposal

\$ 56,057.00 ✓

Special Exclusions:

- 1) No testing, No inspection fees, No permits.
- 2) No survey. Survey to be provided by owner.
- 3) No fencing. Fencing provided by others.
- 4) No temporary fencing.
- 5) No ramp installation.
- 6) No adjusting irrigation.
- 7) No mow curb or building curb.

FOR
BAC
11/6/15

11.14



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: 11.14. **Proposal and Contract from Hughes Engineering for New Site Furnishings at Rio Vista Middle School.**

Speaker: K. Pifko

Quick Summary / Abstract: Rio Vista Middle School is in need of sitework for new site furnishings. Hughes General Engineering has proposed the following: installation of concrete and removal of grass; installation a sidewalk and removal of stones.

Rationale: In the Rio Master Plan, outdoor classroom spaces for students was identified as a need for Rio Vista Middle School. In order to meet this need, district representatives held several meetings at the school site with teachers. District representatives also met with school site administration and visited the campus while students were present.

Based on the results of these meetings, Hughes Engineering, one of the district's CUPCCAA contractors, was invited to provide a bid to provide the required sitework.

Financial Impact: Fiscal Impact: NTE: \$39,964

Funding Source: General Obligation Bond

Recommended Motion: Approve selection of Hughes Engineering and proposed contract

Attachments:
Proposal

Hughes General Engineering, Inc.
P.O. Box 2293, Camarillo, CA 93011
License No. 644816-A
(805) 642-7700 Fax (805) 642-7711
DIR Registration # 1000003556



To: Rio School District
2500 Vineyard Ave
Oxnard, CA 93036

Date: October 23, 2015

Phone: 805-264-4133

Attn: Keith Henderson

Email: khenderson@balfourbeattyus.com

Subject to the terms hereof, We hereby agree to furnish all labor, materials, and equipment for the Completion in a good and workmanlike manner, Of the work described below:

Description of Property: Rio Vista Middle School - Sitework Repairs for New Site Furnishings
3050 Thames Road Oxnard, CA 93036 Ventura
Street Address City County

Description of Work: Sitework Repairs for New Site Furnishings. Per our site visit, Hughes is providing the following proposed work.

1) Install approx. 2,425 sf of 4" thick concrete with #4 rebar @ 18" OCEW on 90% compacted subgrade to 5" depth. No sand bedding. Work includes removal and disposal of grass. \$ 34,798.00 ✓

2) Option Add: Install sidewalk at pavers area. Approx. 360 sf. Work includes removal of the stones instead of grass and section per item 2 above. \$ 5,166.00 ✓
Work on this item is to be done in conjunction with item #2.

Proposal based on State Prevailing Wages and Payment and Performance Bonds to be Provided. ✓

TOTAL PROPOSAL PER ABOVEBREAKDOWN: Work Performed on T & M Basis Not to Exceed \$39,964.00 ✓

Exclusions: Fees for Permit, Bonds, Inspection, Engineering, Surveying, Staking, Special metal imbeds, Testing for soils or materials, Water, Water metering, Dewatering of any kind, Digging, Handling or disposal of rock, Hard to handle material or hazardous materials, Grading or export of footing material, Digging or backfill of plumbing or Electrical trenches.

Note: This proposal, including terms & conditions and any attachments hereto, is made a part of any contract entered into. Initial the attached terms and conditions. Progress billing will be made on the 25th day of each month with payment due by the 10th of the following month. Any retention withheld shall be paid within 30 days following the completion of our work. Any alterations or deviation from the above specification involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. This Proposal is valid 30 days only. Void if not accepted within the specified time.

Respectfully Submitted:

By: Jeff Hughes, President

Hughes General Engineering, Inc.

Date: _____

ACCEPTANCE

You are hereby authorized to finish all materials and labor required to complete the work described in the above proposal, for which I/We agree to pay the contract price mentioned in this proposal and according to the terms thereof. I/We have read and agreed to the provisions contained hereto and in any attachments hereto which are made a part hereof and are described as:

Accepted: _____

Date: _____

Contractors are required by law to be licensed and registered by the contractors state license board which has jurisdiction to investigate complaints against contractors, if a complaint is filed within 3 years of the date alleged violation. Any questions concerning a contractor may be referred to the register, Contractors State board, P.O. Box 26000, Sacramento, CA 95826.

Handwritten signature and date: 11/6/15

11.15



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: 11.15. Change Order for Fix Painting Company Exterior Painting and Repairs at Rio Plaza Elementary School.

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: Additional painting of outbuildings was required. Therefore, this scope needs to be added to the contract.

Financial Impact: Fiscal Impact: \$1,700.00

Funding Source: Measure G Bond

Recommended Motion: Approve the change order from Fix Painting for \$1,700.00.

**Attachments:
Change Order**

11.16



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: 11.16. Approve Proposal from School Specialist for Installation and Supply of Site Furnishings at Rio Vista Middle School.

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: This project is an improvement to Rio Vista outdoor student spaces. The district received quotes from two vendors. This is the lower of the two quotes. Additionally, the furnishings provided meet the school site administration's requirements.

Financial Impact: Fiscal Impact: \$61,829.62

Funding Source: Measure G Bond

**Recommended
Motion:** Approve proposal.

Attachments:
School Specialty Proposal

School Specialty Furniture & Equipment

Send Orders & Correspondence
MANSFIELD FURNITURE
100 PARAGON PARKWAY
MANSFIELD, OH 44903

Toll Free Phone: (888) 388-3224
Toll Free Fax : (800) 775-8314

QUOTE

Page 1 of 1

Quote Number : 7779774988 (Ver. 1)
Effective Date : 03-NOV-2015
Expiration Date : 31-DEC-2015
Account Manager : QUINTAL, SEAN
Phone : 805-312-0422
Email : sean.quintal@schoolspecialty.com
Customer No. : 236550
Ship To : RIO VISTA MIDDLE SCHOOL
3050 THAMES RIVER DR
OXNARD CA 93036-5338
Ship To Attn :
Bill To : RIO ELEMENTARY SCHOOL DISTRICT
2500 E VINEYARD AVE, STE 200
OXNARD CA 93036-1376

Supplier Lead Time :
Invoice Terms : 30 NET
Free Shipping : Yes
Delivery Method : Tail Gate
Location : One Location
Installation : By SSI

Notes: INSTALLATION CHARGES VIA PREVAILING WAGES TCPN PIGGYBACK CONTRACT #R141608 Round table is Webcoat. Benches are Ultra Site.

INCLUDES PAYMENT + PERFORMANCE BOND

| Qty | Ordered item Number | SSI Item Number | Description | Net Price | Ext. Price |
|-------------------------------|---------------------|-----------------|--|-----------|------------|
| 36 | | 1136351 | SPECIFY - COVER - LARGE SURFACE MOUNT FOR 2 7/8" TUBING - SET OF 2 | 46.68 | 1680.48 |
| Notes: BLACK | | | | | |
| 18 | | 1136381 | SPECIFY - TABLE - 46" ROUND - 4 ATTACHED CONCAVE SEATS - WEB STYLE - PORTABLE OR SURFACE MOUNT | 1056.01 | 19008.18 |
| Notes: BROWN SEAT BLACK FRAME | | | | | |
| 16 | | 1544594 | BENCH 6 FT 3 SLAT SURFACE MOUNT | 524.49 | 8391.84 |
| 24 | | 1544590 | PARTS COVER PLATES FOR BENCHES PAIR | 41.21 | 989.04 |
| 24 | | 1544591 | BENCH 6FT 3X4PLANKS FLAT SLAT SURFACE MOUNT | 778.56 | 18685.44 |
| 36 | | 1544590 | PARTS COVER PLATES FOR BENCHES PAIR | 41.21 | 1483.56 |
| 1 | | INSTALL | INSTALLATION CHARGES | 7011.11 | 7011.11 |

Sub Total : \$57249.65
Tax : \$4579.97
Shipping & Handling : \$0.00
Total : \$61829.62

*FA
BBC
11/9/15
RIO VISTA
SITE FURNISHINGS*

Site Amenities



46 IN. ROUND REGAL WEB PORTABLE/SURFACE MOUNT TABLE

Model: T46WEBRACSPSM

46" Round Table, 4 Attached Concave Seats, 3/4" #9 Expanded Metal, 2 7/8" WEB frames, Portable or Surface Mt.

[CONTACT A REP](#)

[Facebook](#) [Email](#) [Share](#) [Print](#)

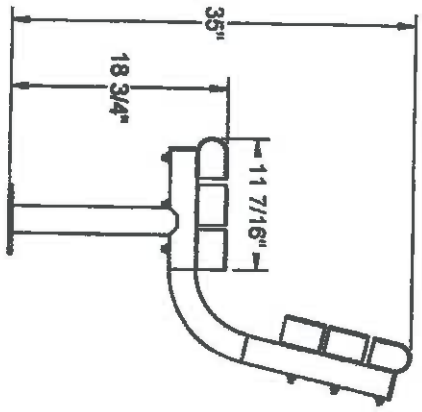
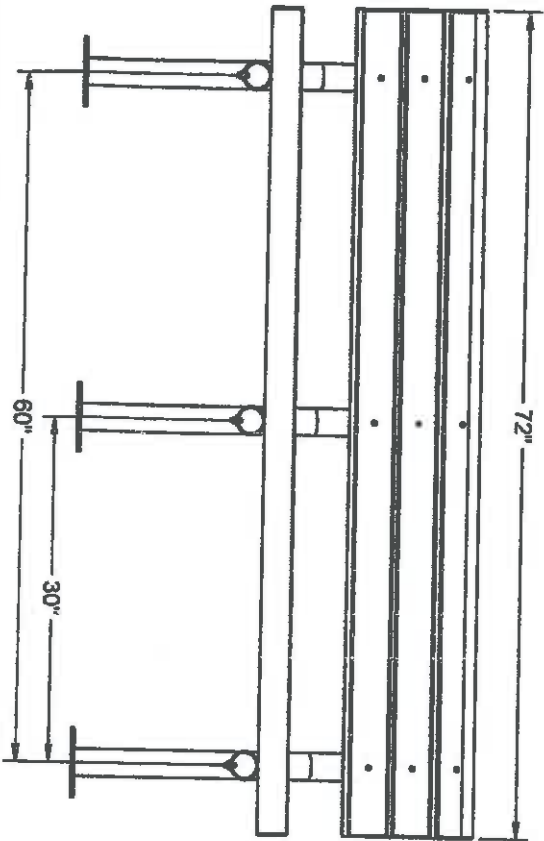
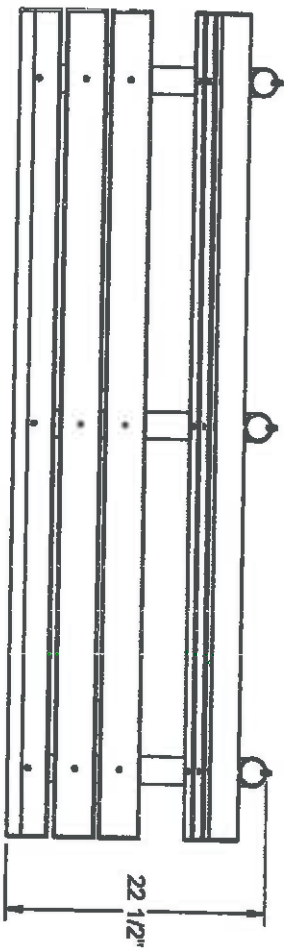
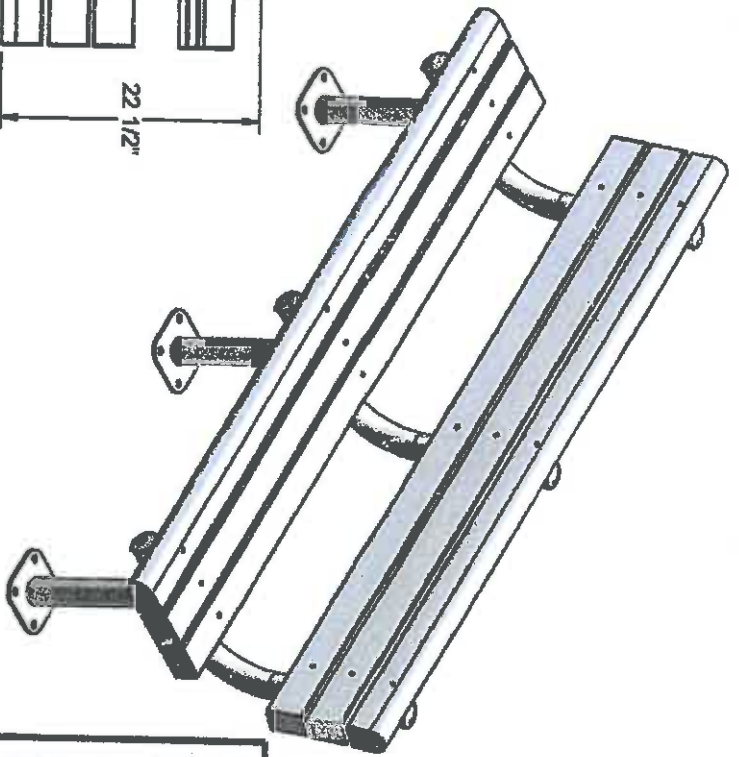
[Specifications](#) [Related](#)

SPECIFICATIONS

Product Weight: 255
 Material Type: 3/4" #9 Expanded Metal
 Dimensions: 6.6 L x 6.6' W x 6.6 D
 Mounting Option: Surface Mount, Portable
 Product Type: Table
 Shape: Round
 Series: Regal

ACCESSORIES

[Small Surface Mount Cover](#)
[Surface Mount Clamp](#)
[U-Brace](#)
[Sleep Top](#)
[Sleep Seat](#)
[Umbrella Base](#)
[Patio Umbrella](#)
[Anti-vandalism Bar](#)
[Inground Post](#)
[Large Surface Mount Cover](#)
[7.5' Market Umbrella](#)



ultraPLAY

PROPRIETARY DOCUMENT
UltraPlay Systems, Inc.

1675 Locust Street
 Red Bud, IL 62276
 phone (800) 45-ULTRA
 phone (618) 282-8200
 fax (618) 282-8202

ALL DIMENSIONS
 ARE IN INCHES

UNLESS OTHERWISE NOTED
 FABRICATION TOLERANCES

DISTANCE: 1/8"
 ANGLE: 0.5°

FABRICATION OF ALL
 EQUIPMENT MUST COMPLY
 WITH "ULTRA PLAY"
 DESIGN STANDARDS

TYPE OF DIMS DRAWN BY

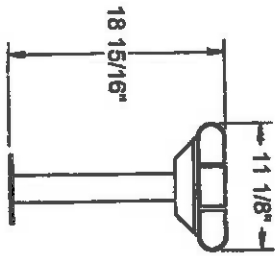
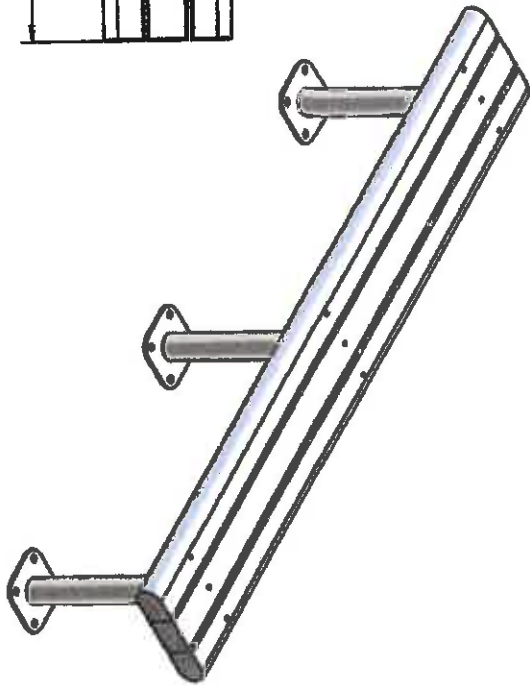
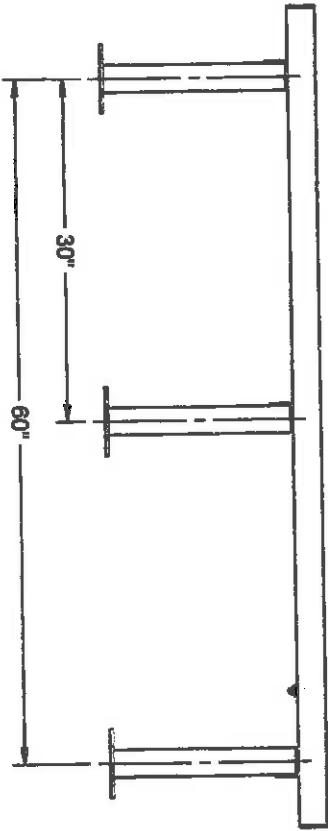
FAB DATE REVISED
 CE

11/8/15

Part Description

940SM - R6 3x4

Part Number



UltraPLAY

PROPRIETARY DOCUMENT
UltraPlaySystems, Inc.

1675 Locust Street
 Red Bud, IL 62278
 phone (800) 45-ULTRA
 phone (618) 282-8200
 fax (618) 282-8202

ALL DIMENSIONS
 ARE IN INCHES

UNLESS OTHERWISE NOTED
 FABRICATION TOLERANCES

DISTANCE: 1/16"

ANGLE: 0.5°

FABRICATION OF ALL
 EQUIPMENT MUST COMPLY
 WITH "ULTRA PLAY"
 DESIGN STANDARDS*

TYPE OF DWG: DRAWN BY

FAB: CE

DATE: 11/8/15

REVISIONS:

Part Description:

Part Number: 942SM-R6 3x4

Part Number:

SHEET 1 OF 1



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: **12. Organizational Business**

Attachments:



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: **12.1. Items for Future Board Meetings**

Attachments:



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting

11/18/2015 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.

Teleconference Location:

Courtyard Sacramento Cal Expo

1782 Tribute Road

Sacramento, CA 95815

Agenda Item: **12.2. Future Meeting Dates:**

Attachments:



EDUCATING LEARNERS FOR THE 21ST CENTURY

Regular Board Meeting
11/18/2015 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

Agenda Item: **13. Adjournment**

Attachments:

