



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

ANNUAL ORGANIZATION MEETING

December 16, 2015

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

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

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

2.2



Annual Organizational Meeting

12/16/2015 5:00 PM

Office of Student and Family Support Services

3300 Cortez Street

Oxnard, CA 93036

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

1. Preliminary Business
 1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
2. Approval of the Agenda
 1. Agenda Corrections, Additions and Modifications
 2. Approval of the Agenda
3. Public Comment - Closed Session
4. Closed Session
 1. Public Employee Performance Evaluation [Government Code 549587] Staffing 2015/2016 and 2016/2017
 2. 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.
 3. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: the El Rio School site (2714 E. Vineyard Avenue, Oxnard, CA 93036) Agency negotiators: Dr. John Puglisi, District Superintendent, and Mr. Joel Kirschenstein, special consultant to District Under negotiation: price and terms of payment
 4. Public/Discipline/Dismissal [Government Code 54957]
5. Reconvene in Open Session
 1. Report of Closed Session
6. Public Hearing
7. Presentations/Recognitions
 1. Recognition of the Project Experience for Youth Board of Directors
8. Annual Organization Items
 1. Approval of Board Bylaw 9100 Organization of the Governing Board Superintendent Puglisi
 2. Election of the Board President Superintendent Puglisi
 3. Election of the Clerk of the Governing Board Superintendent Puglisi
 4. Election of the School Board Representative to Vote in Election of Members for the County Committee On School District Organization Superintendent Puglisi
 5. Certification of Signatures
 6. Revision of Board Policy 9320 Meetings and Notices and the Board Meeting Calendar for 2016 Superintendent Puglisi
9. Communications



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

1. Acknowledgement of Correspondence to the Board
 2. Board Member Reports
 3. Organizational Reports - RTA/CSEA/Other
 4. Superintendent Reports
 5. Public Comment
- 10. Information**
1. Business Services Update
Kristen Pifko,
Assistant Supt.
Business Services
 2. Educational Services Update
Oscar Hernandez,
Assistant
Superintendent of
Educational Services
 3. Educators Effectiveness Plan
Oscar Hernandez,
Assistant
Superintendent of
Educational Services
 4. 2016-2017 Open Enrollment Dates February 3, 2016- March 3, 2016
- 11. Information/Action**
1. Approval of Acceptance of the Independent Auditor's Annual Financial Reports as of June 30, 2015. Kristen Pifko
 2. Approval of the Rio School District 2015/2016 Vision, Mission, Goals and Plan Update Superintendent Puglisi
 3. Second and Final Reading of the Revised CSBA Board Policies Dr. John Puglisi,
Superintendent
 4. Approval of Hanover Research Contract Oscar Hernandez
 5. Approval of the 2015-16 First Interim Budget Kristen Pifko,
Assistant Supt.
Business Services
 6. Approval of the Rio Plaza Boundary Change Kristen Pifko,
Assistant Supt.
Business Services
- 12. Consent Agenda**
1. Approval of the Minutes of the Regular Board Meeting of November 18, 2015 Superintendent Puglisi
 2. Approval of the Donation Report Superintendent Puglisi
 3. Approval of the Personnel Report Carolyn Bernal,
Director of Human
Resource
 4. Ratification of the Commercial Warrant Register Kristen Pifko,
Assistant Supt.
Business Services
 5. Approval of the Service Agreement between Blaine Kutin and RSD to provide Data Analysis Services Superintendent Puglisi
 6. Approval of the Service Agreement between the RSD and Godoy Studios for Superintendent Puglisi



Video and Multimedia Productions

- 7. Approval of the Service Agreement with Diane DeLaurentis to Provide Drama Program and Productions Services to the Middle and Afterschool Programs** Superintendent Puglisi
- 8. Approval of the Service Agreement between RSD and Hekar Rivera to provide Consulting and Music Instruction** Superintendent Puglisi
- 9. Approval of the Benner and Carpenter Proposal for Design Services at Rio Real Elementary School** Kristen Pifko,
Assistant Supt.
Business Services
- 10. Approve a modification to the existing consulting services contract with Tetra Tech to CEQA work for the new K-8 School.** Kristen Pifko,
Assistant Supt.
Business Services
- 11. Approval of the Sage Institute proposal for environmental consulting for the new K-8 STEAM school.** Kristen Pifko,
Assistant Supt.
Business Services
- 12. Amendment to Proposal from Hughes Engineering for New Site Furnishings at Rio Vista Middle School** Kristen Pifko,
Assistant Supt.
Business Services
- 13. Organizational Business**
 - 1. Items for Future Board Meetings**
 - 2. Future Meeting Dates:**
- 14. Adjournment**

4.1



Agenda Item:

**4.1. Public Employee Performance Evaluation [Government Code 549587] Staffing
2015/2016 and 2016/2017**

Attachments:



Agenda Item:

4.2. 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:



Agenda Item:

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

Attachments:

4.4



Agenda Item:

4.4. Public/Discipline/Dismissal [Government Code 54957]

Attachments:

8.1



Agenda Item: 8.1. Approval of Board Bylaw 9100 Organization of the Governing Board

Speaker: Superintendent Puglisi

Rationale: The Governing Board will vote on an option regarding the Election of Officers.

Financial Impact: Fiscal Impact: None

Funding Source: None

Recommended Motion: Staff recommends the Governing Board vote for an option.

Attachments:
BB9100
BB 9310

ORGANIZATION

Annual Organizational Meeting

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 351.43)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 351.43)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf 9140 -Board Representatives)

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

(cf 9000 - Role of the Board)

(cf 9005 - Governance Standards)

(cf 9230 - Orientation)

(cf 9240 - Board Development)

(cf 9320 - Meetings and Notices)

(cf 9323 - Meeting Conduct)

ORGANIZATION (continued)

Election of Officers

OPTION 1: The Board shall each year elect one of its members to be (clerk)/(vice president). This member shall be one who previously has not served in office, unless all the Board's members have previously served in office. After serving one year as (clerk)/(vice president), the elected member shall serve one year as president of the Board.

OPTION 2: The Board shall each year elect its entire slate of officers.

No Board member shall serve more than _____ consecutive year(s) in the same office.

(cf 9224 - Oath or Affirmation)

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Legal Reference:

EDUCATION CODE

5017 *Tenn of office*

35143 *Annual organizational meeting date, and notice*

35145 *Public meetings*

GOVERNMENT CODE

54953 *Meetings to be open and public; attendance*

ATTORNEY GENERAL OPINIONS

68 *Ops. Cal. Atty. Gen. 65 (1985)*

59 *Ops. Cal. Atty. Gen. 619, 621-622 (1976)*

8.2



Agenda Item: 8.2. Election of the Board President

Speaker: Superintendent Puglisi

Rationale: The Governing Board will elect a Board President for 2016.

Financial Impact: Financial Impact: None

Funding Source: None

Attachments:

8.3



Agenda Item: 8.3. Election of the Clerk of the Governing Board

Speaker: Superintendent Puglisi

Rationale: The Governing Board will elect a Clerk of the Board for 2016.

Financial Impact: Fiscal impact: None

Funding Source: None

Attachments:

8.4



Agenda Item: **8.4. Election of the School Board Representative to Vote in Election of Members for the County Committee On School District Organization**

Speaker: Superintendent Puglisi

Financial Impact: Fiscal Impact: None

Funding Source: None

Attachments:

8.5



Agenda Item: 8.5. Certification of Signatures

Rationale: As part of the organization of the board, the Certification of Signatures is required to note changes.

Financial Impact: Fiscal Impact: None

Funding Source: None

Attachments:
Certification of Signatures

RIO SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES

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

The approved signatures will be considered valid for December 16, 2015 thru June 30, 2016

Date of Board Action: December 16, 2015

Signature: _____
Secretary of the Board

PART 1

Signatures of Members of the Board

Signature: _____
Print/Type: Ramon Rodriguez
Title:

Signature: _____
Print/Type: Joe Esquivel
Title:

Signature: _____
Print/Type: Eleanor Torres
Title:

Signature: _____
Print/Type: Edith Martinez-Cortes
Title:

Signature: _____
Print/Type: Cassandra Bautista
Title

PART 2

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

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

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

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

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

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

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

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

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

Signature _____

Print Type: Lacey Piper

Title: Director of Child Nutrition and Wellness

Authorized to Sign: G. 2-5 inclusive



Agenda Item: **8.6. Revision of Board Policy 9320 Meetings and Notices and the Board Meeting Calendar for 2016**

Speaker: Superintendent Puglisi

Rationale: The Governing Board will approve a board meeting calendar according to Board Bylaw 9320 Meetings and Notices.

Attachments:
Board Meeting Calendar for 2016
Meetings and Notices

Rio SD

Board Bylaw

Meetings And Notices

BB 9320

Board Bylaws

Meetings of the Board of Trustees are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure participation in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Meeting notices and agendas shall specify that any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

Each agenda shall also list the address(es) designated by the Superintendent or designee for public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

(cf. 9322 - Agenda/Meeting Materials)

Regular Meetings

The Board shall hold one regular meeting each month. Regular meetings shall be held at 5:00 p.m. on the third Wednesday of each month at the District Office Board Room.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to disabled persons or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Meetings shall be held within district boundaries, except to do any of the following:
(Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings
- 35145.5 Agenda; public participation; regulations
- 35146 Closed sessions
- 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

- 11135 State programs and activities, discrimination
- 54950-54963 The Ralph M. Brown Act, especially:
 - 54953 Meetings to be open and public; attendance
 - 54954 Time and place of regular meetings
 - 54954.2 Agenda posting requirements, board actions
 - 54956 Special meetings; call; notice
 - 54956.5 Emergency meetings

UNITED STATES CODE, TITLE 42

- 12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

- 35.160 Effective communications

36.303 Auxiliary aids and services

COURT DECISIONS

Wolfe v. City of Fremont, (2006) 144 Cal.App. 544

ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen. 218 (2005)

84 Ops.Cal.Atty.Gen. 181 (2001)

84 Ops.Cal.Atty.Gen. 30 (2001)

79 Ops.Cal.Atty.Gen. 69 (1996)

78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2006

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. 2007

WEB SITES

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

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

California Attorney General's Office: <http://www.caag.state.ca.us>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

Bylaw RIO ELEMENTARY SCHOOL DISTRICT

adopted: April 15, 2015 April 19, 2007 Oxnard, California

revised: May 7, 2009

revised: December 9, 2010

revised: February 10, 2011

revised: April 15, 2015

**Rio School Board
Proposed Board Meeting Dates
2016**

Option A: Keep meeting on the 3rd Wednesday of each month, except for the months that would require the district two meetings.

Option B: Move the meetings to the 2nd Wednesday of each month, except for the months that would require the district two meetings.

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

Option A	Option B
January 20, 2016	January 13, 2016
February 18, 2016	February 11, 2016
March 16, 2016	March 9, 2016
April 13, 2016	April 20, 2016
May 18, 2016	May 11, 2016
June 8, 2016 and June 22, 2016	June 8, 2016 and June 22, 2016
July Dark	July Dark
August 17, 2016	August 10, 2016
September 21, 2016	September 14, 2016
October 19, 2016	October 12, 2016
November 16, 2016	November 9, 2016
**December 14, 2016	**December 7, 2016

**** Depends on the date of the CSBA Conference in 2016**

10.1



Agenda Item: **10.1. Business Services Update**

Speaker: **Kristen Pifko, Assistant Supt. Business Services**

**Quick Summary /
Abstract:**

Rationale: **Kristen Pifko, Assistant Superintendent of Business Services, will provide an update regarding the following topics:**

- **Child Nutrition**
- **MOT**
- **Facilities**

Attachments:

10.2



- Agenda Item:** 10.2. Educational Services Update
- Speaker:** Oscar Hernandez, Assistant Superintendent of Educational Services
- Rationale:** Oscar Hernandez, Assistant Superintendent of Educational Services, will provide an update regarding the following topics:
- English Language Learners Update
 - RTI Report
 - Educators Effectiveness Plan
- Attachments:**

10.3



Agenda Item: 10.3. Educators Effectiveness Plan

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: Rio School District will use the Educator Effectiveness Grant funds to support the development of teachers.

Provide funding to county offices of education, school districts and charter schools to provide beginning teacher and administrator support and mentoring, professional development, coaching and support services for teachers identified as needing improvement or additional support, professional development for teachers and administrators aligned to the state standards, and to promote educator quality and effectiveness.

Funding will be distributed in an equal amount per certificated FTE as calculated by the Superintendent of Public Instruction using data submitted in CALPADS for the 2014-15 fiscal year.

Attachments:

10.4



Agenda Item: 10.4. 2016-2017 Open Enrollment Dates February 3, 2016- March 3, 2016

Rationale: Educational Services and the Human Resources Department is providing the board with the 2016-2017 Open Enrollment dates. Families will be able to request intra-district transfers during this open enrollment window.

A copy of the application is attached for review.

Financial Impact: None

Recommended Motion: None - Information Only

Attachments:
1617 Open Enrollment Form

Rio School District
Intra-district Transfer Procedures
2016-2017

Open Enrollment/Intra-district

1. No student currently residing within a school's attendance area shall be displaced by an intra-district transfer student (EC 35160.5)
2. **All students making a first request for an intra-district transfer must first enroll at their school of residence.** Once enrolled, parent/legal guardian may apply for an intra-district transfer. Parents/legal guardians are required to fill out an application form to indicate that they wish to transfer their student to another school and return the form to the **District Office located at 2500 East Vineyard Avenue, Oxnard before 4:30 p.m. on Thursday, March 3, 2016.** Continuing intra-district transfer students will be considered before new applicants.
3. **Rio Real's Dual Immersion program will accept transfer request based on acceptance into the Dual Immersion program. Applicants should contact the site administrator for program specifics at (805) 485-3117.**
4. Priority will be given to students whose parent/legal guardian is assigned to that school as his or her primary place of employment.
5. **All students who submit applications to the District no later than 4:30 p.m. on Thursday, March 3, 2016 shall be considered** for admission to their school of request the following school year under the District's Open Enrollment/Intra-district Policy. Applications received after the deadline may be considered if further openings exist.
6. If the intra-district transfer applicant pool exceeds available space in a school of choice, approval shall be determined by lottery from the eligible applicant pools, and a waiting list shall be established to indicate the order in which students may be accepted. Late applicants may be added to the waiting list in the order in which they apply.
7. Applicants will be informed by mail as to whether their applications have been approved, denied or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
8. Applicants that are approved are approved with the condition that the intra-district transfer student may be displaced to their school of residence if an incoming resident student enrolls and no space is available.
9. Except as required by 20 USC 6316, for transfers out of Title I program improvement schools, the District shall not be obligated to provide transportation for students who attend outside their attendance area. However, upon request, the Superintendent or designee may authorize transportation contingent upon available space and funds. Priority for any such transportation shall be based on demonstrated financial need.
10. An intra-district transfer may be revoked at any time by the district for the following reasons: 1.) Student is excessively tardy or absent from school, or student is brought to school excessively tardy or picked-up excessively early, 2.) Student fails to uphold appropriate behavior standards, 3.) student fails to make appropriate academic efforts, 4.) False or misleading information was provided on the intra-district transfer and/or accompanying documentation, and 5.) Other conditions that occur that would render continuance inadvisable.

Rio School District	
Rio del Mar (K-5)	Rio de Valle Middle School (6-8)
Rio Del Norte (K-5)	Rio Vista Middle School (6-8)
Rio Lindo (K-5)	Rio Real (K-8 D.I. Only)
Rio Rosales (K-5)	Rio Plaza (K-5)

RIO SCHOOL DISTRICT
**Intra-district Transfer Request
For the 2016-2017 School Year**

PLEASE NOTE: If you wish your child to attend your neighborhood school of residence, you do not need to complete this form.

PLEASE PRINT

Date: _____ Date of Birth: _____
Name of Student: _____ Grade in 2016-2017: _____
Parent/Guardian Name: _____ Home Phone: _____
Home Address: _____ Work Phone: _____
Current School of Attendance: _____
Requested School: _____ School of Residence: _____
(School you wish your child to attend) (Neighborhood School)

Reason for Request:

- New Application
 - I moved and want to continue at _____ school for the remainder of the year.
- Continuing Intra-district Transfer Student
- Parent/Guardian is assigned to requested school as primary place of employment.
- Dual Immersion
 - Approved DI program
 - Denied DI program (Principal authorization for Dual Immersion Program)

Signature of Parent/Guardian

Date

PLEASE NOTE: All students who submit applications to the District Office no later than 4:30 p.m. on March 3, 2016 shall be considered for enrollment to their school of request the following school year under Rio School District's Open Enrollment Policy. Applications received after the deadline may be denied.

OFFICE USE ONLY

Status of Request: Approved ___ Denied ___ Waiting List ___ Waiting List No. ___

Approved by: _____ Date: _____

DISTRIBUTION

Parent, Site, District OSFS

11.1



Agenda Item: 11.1. Approval of Acceptance of the Independent Auditor's Annual Financial Reports as of June 30, 2015.

Speaker: Kristen Pifko

Quick Summary / Abstract:

Rationale: As required by Education Code 41020, the District undergoes independent financial and compliance audits annually. An audit of the district as a whole is performed as well as a separate audit of the Measure G bond funds. The audits serve a variety of purposes, including ensuring the fiscal integrity of the District and identifying areas for improvement.

The audit firm of Vavrinek, Trine, Day and Company has submitted their findings to the Board of Education. A representative of the firm will be present to provide an overview of their findings and respond to any questions the Board may have. Copies of the report have been sent to the Board under separate cover.

The audits comply with all state standards for school district audits and fulfill the District's obligation for outside oversight per state law.

Financial Impact: N/A

Funding Source: N/A

Recommended Motion: Staff recommends approval of acceptance of the audit report.

Attachments:
Measure G Audit

11.2



Agenda Item: 11.2. Approval of the Rio School District 2015/2016 Vision, Mission, Goals and Plan Update

Speaker: Superintendent Puglisi

Rationale: On Saturday, October 24, 2015, the Rio School District held its annual Community Goals Retreat, Rio School District staff which included Administrators and teachers as well as community members gathered to develop the Vision, Mission, and Goals Plan.

The RSD is presenting the revised draft based upon the retreat feedback.

Financial Impact: Fiscal Impact: None

Funding Source: N/A

Recommended Motion: Staff recommends approval.

Attachments:
VisionMissionGoalsPlan2015



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

2015-16

Vision, Mission, Goals, Plans

Revision based on retreat input (11.2.15)

Vision Statement

Our vision expresses what we aspire to be valued for and embodies our purpose.

The Rio School District and community empower students to achieve their full potential in our community, our American democracy and our diverse and changing world.

Mission Statement

Our mission is what we do to achieve our vision.

The Rio School District and community nurture learners to be self driven and fully engage the 21st century curriculum and tools aimed to develop the 5C practices; Communication, Collaboration, Critical Thinking, Creativity, and Caring.

Goals

- Develop proficient and engaged readers, writers, and mathematicians.**
- Improve the rate of English language development for all learners.**
- Develop teacher capacity as reading instructors and facilitators of the 5 Cs; Communication, Collaboration, Critical Thinking, Creativity, and Caring.**
- Develop the District as a 5C Focused, Digital Learning, S.T.E.A.M. (Science, Technology, Engineering, Arts, and Mathematics) community hub.**

Strategic Plan 2013-2018 (Local Control Accountability Plan (LCAP), Facilities Master Plan, 21st Century 5 C's Plan)

In 2015-16, Staff and Trustees will complete a 21st Century Strategic Plan to set organizational goals and objectives for the day to day management activities of the Rio Schools District through 2018. This will combine three key documents;

The Local Control Accountability Plan (LCAP)

The Rio School District Facilities Master Plan (RSDFMP)

The Rio School District 21st Century Learning Plan (RSD21CLP)

11.3



Agenda Item: 11.3. Second and Final 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: Staff recommends approval.

Attachments:
CSBA Policies Final

11.4

Agenda Item: **11.4. Approval of Hanover Research Contract**

Speaker: Oscar Hernandez

Quick Summary /
Abstract:

Rationale:

Hanover Research is an information services firm providing knowledge support to over 300 K-12 institutions, 350 higher education institutions, 180 corporations, and 110 non-profit organizations. Established in 2008, Hanover's K-12 Practice currently supports school districts, regional education agencies, private/independent schools, state education agencies, and educational service companies by providing reliable strategic insights into areas as diverse as curriculum and instruction, federal programs, finance, human resources, student services, and facilities/operations.

Hanover is prepared to support Rio School District in exploring a number of initiatives which may include but are not limited to **LCAP metric identification and progress monitoring; LCAP stakeholder feedback; English learner program evaluation; student feedback on elective courses; attendance data analysis, and RTI effectiveness analysis**. Research projects may draw from a variety of research capabilities, which may include but are not limited to:

- **Primary Research** — survey design, administration and analysis; interviews with industry/issue experts
- **Secondary Research** — best practices, industry news, trend forecasting, literature reviews, competitor profiles, market assessments
- **Quantitative and Qualitative Data Analysis**— data mining, coding and segmentation, predictive analysis, regression modeling, program evaluation
- **Peer Benchmarking** — peer group development, organizational structure, staffing, compensation, operating metrics

Hanover's partnership model provides unlimited, sequential research services to school district clients for one fixed annual cost of \$35,000, which has been lowered from the standard engagement fee of \$38,500 per year, contingent on finalizing paperwork by December 17th, 2015. Hanover will conduct one research study at a time per engagement, known as a "queue" of sequential projects. Clients may submit research requests at any time, and may modify the sequence of remaining projects in a queue based on the findings of previous research or as more immediate needs arise.

In addition to receiving customized work, Rio School District may draw from Hanover's



Online Education Library which contains over 900 reports on research-based practices related to topics in K-12 education such as **special education, supporting English-learners, professional development, mental health, early childhood education, literacy, technology integration, and Common Core implementation,** among others.

Financial Impact: **Fiscal Impact:** Not to exceed \$35,000

Funding Source: LCAP funds.

Recommended Motion: **Staff recommends approval.**

Attachments:
Hanover Research Agreement
Hanover Research Summary

Attn: Rachel Dotter
Office: 202.683.6511
Facsimile: 866.808.6585

Contract Terms

Partnership with Hanover Research runs 12 months from the start date below. Partnership comprises the authority of Rio School District ("CLIENT") to request research on any topic, drawing from research capabilities which may include, but are not limited to, the following:

- **Quantitative & Qualitative Data Analysis (Program Evaluation)** – data mining and segmentation; analysis of district collected data (trend, regression, and longitudinal)
- **Literature Review (Best Practices)** – topical review of scholarly literature featuring best practices and case studies
- **Survey Design, Administration, and Analysis** – student and parent, quantitative program evaluation, stakeholder engagement, public perception and awareness surveys
- **Benchmarking** – peer- and aspirant-group development and comparative analysis in the areas of: administration, operations, and curricular comparisons
- **Market Evaluation** – vendor/product reviews, demographic trends and projections, policy impact analysis, economic impact assessment

All project-production services are available to CLIENT administrators in unlimited amount within the confines of one (1) sequential queue. Partnership also includes unlimited access by central office employees to Hanover's Online Education Library. We ask that clients not distribute materials from the archive to those outside of their organization. The Contract Amount covers all labor costs across the annual term, as well as the cost of all Hanover Research Library registrations for central office staff.

Invoice Date & Contract Amount
12/31/2015 - \$35,000*

*Engagement fee of \$35,000 reflects a cost savings of \$3,500 from the standard engagement fee of \$38,500 annually, and is available to CLIENT provided this contract is executed on or before 12/17/2015.

Net 30 terms apply. Late payment will result in project postponement until payment is made.

Contract Start Date: 1/1/2016

Client: Rio School District | 2500 E Vineyard Ave #100, Oxnard, CA 93036

Signatory Name and Title: _____

Signature: _____

Hanover Research is an information services firm providing knowledge support to over 300 K-12 institutions, 350 higher education institutions, 180 corporations, and 110 non-profit organizations. Established in 2008, Hanover's K-12 Practice currently supports school districts, regional education agencies, private/independent schools, state education agencies, and educational service companies by providing reliable strategic insights into areas as diverse as curriculum and instruction, federal programs, finance, human resources, student services, and facilities/operations.

Hanover is prepared to support Rio School District in exploring a number of initiatives which may include but are not limited to **LCAP metric identification and progress monitoring; LCAP stakeholder feedback; English learner program evaluation; student feedback on elective courses; attendance data analysis, and RTI effectiveness analysis.** Research projects may draw from a variety of research capabilities, which may include but are not limited to:

- ❖ **Primary Research** — survey design, administration and analysis; interviews with industry/issue experts
- ❖ **Secondary Research** — best practices, industry news, trend forecasting, literature reviews, competitor profiles, market assessments
- ❖ **Quantitative and Qualitative Data Analysis**— data mining, coding and segmentation, predictive analysis, regression modeling, program evaluation
- ❖ **Peer Benchmarking** — peer group development, organizational structure, staffing, compensation, operating metrics

Hanover's partnership model provides unlimited, sequential research services to school district clients for one fixed annual cost of \$35,000, which has been lowered from the standard engagement fee of \$38,500 per year, contingent on finalizing paperwork by December 17th, 2015. Hanover will conduct one research study at a time per engagement, known as a "queue" of sequential projects. Clients may submit research requests at any time, and may modify the sequence of remaining projects in a queue based on the findings of previous research or as more immediate needs arise.

In addition to receiving customized work, Rio School District may draw from Hanover's Online Education Library which contains over 900 reports on research-based practices related to topics in K-12 education such as **special education, supporting English-learners, professional development, mental health, early childhood education, literacy, technology integration, and Common Core implementation, among others.**

Hanover looks forward to supporting Rio School District!

11.5



Agenda Item: 11.5. Approval of the 2015-16 First Interim Budget

Speaker: Kristen Pifko, Assistant Supt. Business Services

**Quick Summary /
Abstract:**

Rationale: AB 1200 requires that school districts provide ongoing updates to their fiscal integrity no less than twice each school year following adoption of the budget. Commonly referred to as "interim budget reports," the primary purpose is to ensure that Boards of Education are kept abreast of the changing nature of the district finances and more importantly, to ensure that the district has sufficient financial reserves to complete the current fiscal year as well as two subsequent years.

The First Interim Budget report includes the impact of increased enrollment, additional revenues and salaries and benefit costs. Additionally, revenues and expenses have been fine tuned to reflect actual awards and actual staffing of certificated and classified positions. Spending on supplies and services has been updated to reflect the district's latest spending authorizations. Finally, the revenues have been updated to reflect the receipt of a one time insurance refund.

District staff and the LCAP committee will be working to revise the Local Control Accountability Plan and budgeted costs for 2016-17 and beyond.

Financial Impact: \$45,439 General Fund

Attachments:

11.6



Agenda Item: 11.6. Approval of the Rio Plaza Boundary Change

Speaker: Kristen Pifko, Assistant Supt. Business Services

**Quick Summary /
Abstract:**

Rationale: As discussed at the November 18, 2015 Board Meeting, a boundary change is proposed for students exiting 5th grade at Rio Plaza to attend 6th grade at Rio del Valle Middle School. Current boundaries enroll Rio Plaza 5th graders at Rio Vista Middle School.

Currently, Rio Vista Middle School is able to comfortably house approximately 800 students. The 2015/16 enrollment of Rio Vista is 762. Rio Vista is approaching capacity and additional development is ongoing.

Rio del Valle Middle School has a capacity of approximately 935 students and current enrollment of 704 students. Rio del Valle has experienced an enrollment decrease due to students choosing to stay in the dual immersion program at Rio Real for grades six through eight.

A parent meeting to discuss the possible boundary change was held on December 1, 2015 in the evening. The meeting was very well attended with approximately 50 families represented. Ms. Davidson, principal of Rio del Valle and several staff members, teachers and counselors, were present to showcase Rio del Valle.

Financial Impact: None

Attachments:

12.1



Agenda Item: 12.1. Approval of the Minutes of the Regular Board Meeting of November 18, 2015

Speaker: Superintendent Puglisi

Attachments:
Minutes111815



Rio School District
Minutes
Regular Board Meeting
November 18, 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.
Teleconference Location:
Courtyard Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815

1. Preliminary Business

1. Call to Order

Minutes:

President Rodriguez opened the meeting at 5:08 p.m.

2. Pledge of Allegiance

Minutes:

President Rodriguez led the flag salute.

3. Roll Call

Minutes:

Trustee Bautista is joining the meeting by teleconference at the following location:

Courtyard Marriott Sacramento Cal Expo
1782 Tribute Road
Sacramento, CA 95815
Room 250

Trustee Esquivel was absent

2. Approval of the Agenda

1. Agenda Corrections, Additions and Modifications

2. Approval of the Agenda

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

Yes Cassandra Bautista

Absent Joe Esquivel

Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

Minutes:

The agenda was approved as presented.

3. Public Comment - Closed Session

4. Closed Session

Minutes:

President Rodriguez adjourned the meeting into closed session at 5:10 p.m.

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

Minutes:

President Rodriguez reconvened into open session at 6:16 p.m.

1. Report of Closed Session

Minutes:

President Rodriguez reported no action took place during closed session.

6. Public Hearing

Minutes:

President Rodriguez opened the public hearing at 6:17 p.m. As there were no public comments, President Rodriguez closed the public hearing at 6:17 p.m.

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

Minutes:

David Maron from the Ventura County Civic Alliance presented the State of the Region Report.

8. Communications

1. Acknowledgement of Correspondence to the Board

Minutes:

President Rodriguez reported there no written communication was presented.

2. Board Member Reports

Minutes:

There were no board member reports.

3. Organizational Reports - RTA/CSEA/Other

Minutes:

Pattis Thompson, Rio Teachers' Association, presented her report.
Patrick Radford, CSEA, presented his report.

4. Superintendent Reports

Minutes:

Superintendent Puglisi reported on the Master Plan/HVAC Plan Update, AR Program Data Update and the Reading NIC/ELD NIC updates as well.

5. Public Comment

9. Information

1. First Reading of the Revised CSBA Board Policies

Minutes:

Superintendent Puglisi presented the first reading of the CSBA Policies. The item will be brought back for action at the next regular meeting.

2. Consideration of a Boundary Change for Rio Plaza 5th grade students

Minutes:

Kristen Pifko, Assistant Superintendent of Business Services, explained the reasons for the consideration of a possible boundary change to have the 5th grade students from Rio Plaza to Rio del Valle.

A community meeting will be scheduled for parents. A formal boundary change will be brought to the board in December.

Discussion followed.

3. Academic Programs Update: English Language Development and Response to Intervention

Minutes:

Oscar Hernandez, Assistant Superintendent of Educational Services, presented a report on English Language Development and RTI Update.

Discussion followed.

Public comment was heard from Pattis Thompson.

10. Information/Action

1. Consideration of Plan Change for Relocation of District Office

Motion Passed: Move the district office at the location of OSFS

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

Yes Cassandra Bautista

Absent Joe Esquivel

Yes Edith Martinez-Cortes

No Ramon Rodriguez

Yes Eleanor Torres

Minutes:

Superintendent Puglisi introduced Dr. Joel Kirschenstein and Mr. Gaylaird Christopher, Architects for Education. A report was presented regarding the relocation of the district office. Options were presented.

Discussion continued.

Public comment was heard from Lynette Lucas.

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).

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

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

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).

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

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

4. Approval of Contract with CSBA to Provide a Governance Leadership Workshop, January 9, 2016

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

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

5. CSEA, Chapter 329 Sunshine Proposal for Negotiations with RSD for the 15/16 school year

Motion Passed: It is recommended the board approve CSEA, Chapter 329 sunshine proposal for negotiations with RSD for the 15/16 school year. Passed with a motion by Eleanor Torres and a second by Edith Martinez-Cortes.

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

6. Approval of the Memorandum of Understanding Between the Rio School District and the University of California, Santa Barbara MESA Program

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

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

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

Motion Passed: Approve estimated fees for 2015/2016.

Approve but amend the amount to \$100,000.00 Passed with a motion by Eleanor Torres and a second by Edith Martinez-Cortes.

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

11. Consent Agenda

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

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

- 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**

4. Approval of the Memorandum of Understanding Between the Ventura County Office of Education FY 2015-2016

5. Approval of the Vantage Learning Agreement Renewal FY 2015-2016

6. Approval of Contract Renewal with Anthony Cody for Professional 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

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

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

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

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

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

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

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

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

12. Organizational Business

1. Items for Future Board Meetings

2. Future Meeting Dates:

13. Adjournment

Minutes:

President Rodriguez adjourned the meeting at 8:54.

Approved on this 16th day of December, 2015.

Secretary of the Board

Date

Clerk of the Board

Date

12.2



Agenda Item: **12.2. Approval of the Donation Report**

Speaker: Superintendent Puglisi

Rationale: It is recommended the Governing Board accept the following donations:

Site	Donor	Use of Donation	Amount
District Office	United Way	Recognitions	228.27
Rio Vista	One Penns Way	Recognitions	90.94
Rio Vista	Wells Fargo	Recognitions	498.39
Rio Vista	Coca Cola	Recognitions	44.02
Rio Vista	Whee Managment	Recognitions	91.40
Rio Vista	FC Juice Partners	Recognitions	29.60
Rio del Valle	Wells Fargo	Recognitions	193.24
Rio del Valle	Citibank	Rocognitions	49.50
Rio del Valle	Coca Cola	Recognitions	59.50
Rio del Norte	Coca Cola	Celebrations	446.40
Rio del Norte	Wells Farco	Celebrations	792.14
Rio del Norte	United Way	Celebrations	228.27
Rio del Norte	Anonymous	Celebrations	900.00
Rio del Norte	Lifetouch	Celebrations	396.00
Rio del Norte	Target	Celebrations	50.00
Rio del Norte	United Way	Celebrations	228.27
Rio Real	Box Tops for Educ	Incentives	16.10
Rio Real	Corwin	Library	1000.00
Rio Real	Target	Incentives	50.00
Rio Real	Lifetouch	Incentives	388.00
Rio Plaza	Coca Cola	Incentives	33.89
Rio Plaza	Box Tops	Incentives	5.10
Rio Plaza	Lifetouch	Incentives	192.00
Rio Plaza	Target	Incentves	25.00
Rio Rosales	Target	AR Incentives	43.67
Rio Rosales	Camarillo Ranch	AR Incentives	350.00
Rio Rosales	George Bush Found	Library	5300.00
Rio Rosales	Lifetouch	Library	510.00
Rio Lindo	Target	Incentives	166.22
Rio Lindo	Coca Cola	Incentives	18.00
Rio del Mar	Target	Incentives	150.00



Rio del Mar	Lifetouch	Incentves	472.00
Rio del Mar	FC Juice	Incentives	48.00

Financial Impact: Fiscal Impact: All monies applied towards sites

Attachments:

12.3



Agenda Item: 12.3. Approval of the Personnel Report

Speaker: Carolyn Bernal, Director of Human Resource

Rationale: The Human Resources Department presents for approval the 2015 December personnel report.

Financial Impact: N/A

Recommended Motion: It is recommended the board approve the December 2015 Personnel Report.

Attachments:
2015 December Personnel Report

RIO SCHOOL DISTRICT

December 16, 2015

Certificated Personnel Report

Certificated Ratification of Employment:

DeSomer, Thomas, Intervention Teacher, Rio Del Mar, Temporary, 4.25 hours per day, effective 12/14/2015
Dunn, Carmelina, Kindergarten Push-In Teacher, Rio Del Mar, Temporary, 4.75 hours per day, effective 11/18/2015
Harvey, Mary, Intervention Teacher, Rio Real, Temporary, 5.75 hours per day, effective 1/5/2016
Kennedy, Andrea, Kindergarten Push-In Teacher, Rio Rosales, Temporary, 4 hours per day, effective 11/2/2015
Mello, Kristen, Kindergarten Push-In Teacher, Rio Plaza, Temporary, 5.5 hours per day, effective 11/18/2015
Nava, Yesenia, Kindergarten Push-In Teacher, Rio Real, Temporary, 5.75 hours per day, effective 11/16/2015
Romero, Lori, Kindergarten Push-In Teacher, Rio Plaza, Temporary, 5.5 hours per day, effective 11/18/2015
Syrette, Eleanor, Intervention Teacher, Rio Rosales, Temporary, 4.25 hours per day, effective 10/19/2015
Tucker, Jayne, Intervention Teacher, Rio Rosales, Temporary, 4.25 hours per day, effective 10/19/2015
Turse, Stephanie, Intervention Teacher, Rio Lindo, Temporary, 4.25 hours per day, effective 12/7/2015

Classified Personnel Report

Classified Ratification of Employment:

Fernandez, Luisa, Library Clerk, Elementary, Rio Real, 1.0 FTE, effective 11/30/2015

Classified Involuntary Transfer:

Zamudio, Christopher, Instructional Assistant, SPED, 5.75hrs, from Rio Del Mar, to Rio Rosales, effective 12/2/2015

12.4



Agenda Item: 12.4. Ratification of the Commercial Warrant Register

Speaker: Kristen Pifko, Assistant Supt. Business Services

Quick Summary / Abstract: Pursuant to Education Code 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 listings 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 \$2,217,937.80 which included processing payments for all funds of the District in the following amounts:

Fund 010 - General Fund	\$1,289,512.72
Fund 130 - Cafeteria Fund	\$ 183,571.74
Fund 211 - Building Fund	\$ 735,398.31
Fund 251 - Capital Facilities - Res.	\$ 7,214.18
Fund 490 - Capital Projects Fund for Blen	\$ 3,908.04
Less Unpaid Sales Tax Liability	\$
Total	\$2,217,937.80

Financial Impact: Fiscal Impact: (Total amount of item): \$2,217,937.80

Funding Source: Various funds as listed above

Attachments:
November/December Warrant

Checks Dated 11/05/2015 through 12/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019921	11/05/2015	Padmini Vasan	010-5200		15.00
5009019922	11/05/2015	Beth Lindley	010-4300		283.67
5009019923	11/05/2015	Andre' J. Vasquez	010-4300		97.69
5009019924	11/05/2015	Sara Juarez	010-4200		66.00
5009019925	11/05/2015	Frank Walsh	010-4300		138.22
5009019926	11/05/2015	Jay H. Sorensen	010-5200		60.00
5009019927	11/05/2015	Joanne Davidson	010-4300		265.00
5009019928	11/05/2015	Leann M. Guzik	010-4300		30.36
5009019929	11/05/2015	Architecture for Education Incorporated	211-6101	19,540.80	
			211-6219	170,625.00	190,165.80
5009019930	11/05/2015	PEARSON EDUCATION, INC.	010-4140		2,485.73
5009019931	11/05/2015	ARC	211-5800		29.57
5009019932	11/05/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		187.92
5009019933	11/05/2015	CITY OF OXNARD	010-5540		9,538.70
5009019934	11/05/2015	HARRIS WATER CONDITIONING, INCDBA CULLIGAN WATER	010-5620		324.00
5009019935	11/05/2015	Curvature LLC	211-6202		10,497.60
5009019936	11/05/2015	Decision Insite	010-5800		950.00
5009019937	11/05/2015	E J Harrison & Sons	010-5560		3,090.37
5009019938	11/05/2015	SOUTHERN CALIF. EDISON	010-5520		34,879.84
5009019939	11/05/2015	Fence Factory	010-4300	254.37	
			010-5610	51.63	306.00
5009019940	11/05/2015	Fix Painting	211-6202		11,801.50
5009019941	11/05/2015	Fry's Electronics	010-4300		6,197.68
5009019942	11/05/2015	THE GAS COMPANY	010-5530		1,131.43
5009019943	11/05/2015	Global Equity Communications	010-5800		5,102.50
5009019944	11/05/2015	HARRIS WATER CONDITIONING	010-5540		91.32
5009019945	11/05/2015	Hughes General Engineering	211-6275		1,025.53
5009019946	11/05/2015	Jive Communications	010-5800		112.54
5009019947	11/05/2015	Joe Bruzzese	010-5800		1,190.00
5009019948	11/05/2015	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		724.59
5009019949	11/05/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		1,640.58
5009019950	11/05/2015	Kruger, Bensen, Ziemer, Architects, Inc.	211-6219		1,354.50
5009019951	11/05/2015	Blaine Kuten	010-5800		640.95
5009019952	11/05/2015	Lakeshore	010-4300	448.42	
			211-4400	1,551.96	
			251-4300	563.34	2,563.72
5009019953	11/05/2015	Lawrence Media	010-5800		3,720.87
5009019954	11/05/2015	Learning Priority, Inc	010-5800		4,500.00
5009019955	11/05/2015	MJP COMPUTERS	211-4400		156,123.60
5009019956	11/05/2015	George D. Jones DBA Mobile Opacity Testing	010-5620		750.00
5009019957	11/05/2015	MONTGOMERY HARDWARE CO.	010-4300		693.46
5009019958	11/05/2015	NYELAND ACRES WATER COMPANY	010-5540		292.73
5009019959	11/05/2015	PACIFIC SERVICES	010-5800		2,784.00
5009019960	11/05/2015	PARADISE CHEVROLET	010-4300		192.15

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019961	11/05/2015	PEARSON ASSESSMENTS	010-4300		9,519.51
5009019962	11/05/2015	PEARSON EDUCATION, INC	010-5800		424.12
5009019963	11/05/2015	PEARSON LEARNING GROUP	010-4140		52,850.07
5009019964	11/05/2015	RIO PLAZA WATER COMPANY	010-5540		2,388.01
5009019965	11/05/2015	Tammy Van Fleet, PHD, BCBAD	010-5800		1,050.00
5009019966	11/05/2015	VENTURA COUNTY SCHOOL BOARD ASSOCIATION	010-5200		30.00
5009019967	11/05/2015	VIRCO	211-4300		7,259.84
5009019968	11/09/2015	William W. Almstrom	010-5200		65.00
5009019969	11/09/2015	Deborah H. Antrim	010-4300		66.62
5009019970	11/09/2015	Joanne Davidson	010-4300		252.38
5009019971	11/09/2015	Jacquelyn Fonseca	010-5200		38.64
5009019972	11/09/2015	Karl L. Ibarra	010-5200		106.78
5009019973	11/09/2015	Pamela Waitmann	010-5200		48.42
5009019974	11/09/2015	Jane Guynn	010-4300		200.00
5009019975	11/09/2015	Monica O. Rivera	010-5200		151.61
5009019976	11/09/2015	AT&T	010-5900		264.07
5009019977	11/09/2015	Monique Dalia Ayala	010-5800		71.76
5009019978	11/09/2015	CANON BUSINESS SOLUTIONS, INC.	010-5812		540.00
5009019979	11/09/2015	CDE/CASHIER'S OFFICE	130-9320		522.60
5009019980	11/09/2015	CMRS-FP	010-5915		10,000.00
5009019981	11/09/2015	CSBA c/o Westamerica Bank	010-5300		9,321.00
5009019982	11/09/2015	SASS/MESTMAKER INSURANCE	010-5450		135.00
5009019983	11/09/2015	Dominos Pizza	130-4710		235.50
5009019984	11/09/2015	Fence Factory	010-4300		72.21
5009019985	11/09/2015	Godoy Studios	010-5800		1,999.00
5009019986	11/09/2015	GREATAMERICA FINANCIAL SVCS	010-5610		287.25
5009019987	11/09/2015	Harvest Santa Barbara	130-4710		4,614.00
5009019988	11/09/2015	Hughes General Engineering	211-6170		2,330.00
5009019989	11/09/2015	J.W. Pepper	010-4300		849.63
5009019990	11/09/2015	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	5,490.85	
			130-5612	124.79	5,615.64
5009019991	11/09/2015	Mark It Place	010-4300		161.25
5009019992	11/09/2015	Moving with Math Learning	010-4300		436.60
5009019993	11/09/2015	McMaster-Carr	211-4300		149.35
5009019994	11/09/2015	Mindwork Resource	010-4300	2,532.60	
			Unpaid Sales Tax	187.60-	2,345.00
5009019995	11/09/2015	MJP COMPUTERS	010-5800		485.77
5009019996	11/09/2015	OXNARD ELEM SCHOOL DISTRICT	010-7141		2,288.70
5009019997	11/09/2015	P & R Paper Supply Co., Inc.	130-9320		11,857.77
5009019998	11/09/2015	PARADIGM HEALTHCARE SERVICES	010-5800		3,729.67
5009019999	11/09/2015	PASSAGEWAY, INC.	010-5800		3,997.62
5009020000	11/09/2015	THE BERRY MAN, INC.	130-4710		53,191.16
5009020001	11/09/2015	U.S. Bank Corporate Payment Systems	010-4200	1,946.50	
			010-4300	1,613.95	

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020001	11/09/2015	U.S. Bank Systems	Corporate Payment 010-5200	883.75	
5009020002	11/09/2015	Harry K. Wong Publications	010-5600	178.00	4,622.20
5009020003	11/09/2015	WORTHINGTON DIRECT, INC.	010-4300		181.64
			211-4300	2,563.75	
5009020004	11/09/2015	YAMA LAWNMOWER REPAIR	Unpaid Sales Tax 010-4360	145.88- 14.03	2,417.87
5009020005	11/10/2015	Veronica Rauschenberger	010-5610	34.03	48.06
5009020006	11/10/2015	Eleanor Torres	010-4300		202.08
5009020007	11/10/2015	Robert Guynn	010-5200		330.83
5009020008	11/10/2015	Driftwood Dairy	010-4300		362.23
5009020009	11/10/2015	GIBBS INTERNATIONAL	130-4710		28,713.67
			010-4300	1,069.08	
5009020010	11/10/2015	Golden State Alarms, Inc.	010-5610	7,672.19	8,741.27
5009020011	11/10/2015	JOHN PENCE BUILDING INC.	010-5610 SPECIALTIES, Cancelled		1,854.79 4,050.00 *
	Cancelled on 11/17/2015				
5009020012	11/10/2015	PRO-ED	010-4300	211.76	
5009020013	11/10/2015	Morris Inspection Company	Unpaid Sales Tax 211-6175	15.76- 480.00	196.00
5009020014	11/10/2015	NASCO	211-6245	3,540.00	4,020.00
5009020015	11/10/2015	O'Reilly Auto Parts	010-4300		146.08
			010-4300	565.06	
5009020016	11/10/2015	Oriental Trading Company, Inc.	010-4360	13.72	578.78
			010-4300	665.35	
5009020017	11/10/2015	PERMA BOUND	Unpaid Sales Tax 010-4300	49.30-	616.05
5009020018	11/10/2015	SC Fuels	010-4300		78.36
			010-4360	1,943.52	
			130-4300	195.04	
5009020019	11/10/2015	Teachers for the Study of Institutions	Educational 010-5800	46.13	2,184.89
			010-5800		4,095.00
5009020020	11/10/2015	VCSCA- J. Marquez-Gift	treasurer 010-5200		
5009020021	11/10/2015	WESTERN PSYCHOLOGICAL SERVICES	010-4300		343.00
5009020022	11/13/2015	Josh Steiner	010-5800		223.94
5009020023	11/13/2015	Aswell Trophy	010-4300		360.00
5009020024	11/13/2015	CETPA	ATTN: TREASURER 010-5200		141.48
5009020025	11/13/2015	Driftwood Dairy	130-4710		505.00
5009020026	11/13/2015	Godoy Studios	010-5800		578.25
5009020027	11/13/2015	GOPHER SPORTS	010-4300		1,350.00
5009020028	11/13/2015	Max's A-1 Key Shop	010-4300		627.62
5009020029	11/13/2015	MCGRAW HILL	010-4140		8.59
5009020030	11/13/2015	Pioneer Chemical Co	010-4300		3,240.97
5009020031	11/13/2015	PRAXAIR DISTRIBUTION INC	010-4300		84.13
5009020032	11/13/2015	REPUBLIC ELEVATOR COMPNAY	010-5620		91.50
5009020033	11/13/2015	S & S DISCOUNT SPORTS	010-4300		283.42
5009020034	11/13/2015	Santillana USA	010-4300		3,228.03
			010-4300		1,344.33

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Checks Dated 11/05/2015 through 12/09/2015

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5009020035	11/13/2015	Scentco In.	010-4300		534.60
5009020036	11/13/2015	SCHOOL SPECIALTY	211-4400		2,991.53
5009020037	11/13/2015	Studies Weekly	010-4300	6,932.21	
			Unpaid Sales Tax	469.98-	6,462.23
5009020038	11/13/2015	SYSCO VENTURA	130-4710		69,956.35
5009020039	11/13/2015	U.S. Bank Systems	Corporate Payment 010-4300	1,198.18	
			010-4400	863.99	
			251-4300	389.50	2,451.67
5009020040	11/13/2015	ZIONS BANK DIVISION	CORPORATE TRUST 251-5800		4,200.00
5009020041	11/16/2015	Jenise A. Buckenberger	130-4300	98.86	
			130-4710	116.80	215.66
5009020042	11/16/2015	Jisela Ramirez	010-4300	15.37	
			010-5200	94.29	109.66
5009020043	11/16/2015	Michelle Duckett	010-5200		72.91
5009020044	11/16/2015	Allison Brown	010-4300		83.62
5009020045	11/16/2015	Samantha Vega-Flynn	010-4300	41.81	
			010-5200	20.13	61.94
5009020046	11/16/2015	Joanne Davidson	010-4300		144.17
5009020047	11/16/2015	Lacey Piper	130-4300	138.04	
			130-5200	121.93	259.97
5009020048	11/16/2015	Scott R. Barlow	010-4300		214.33
5009020049	11/16/2015	Oscar G. Hernandez	010-5200		113.22
5009020050	11/16/2015	CASA PACIFICA	010-5800		8,208.00
5009020051	11/16/2015	DRAGANCHUK	010-5800		200.00
5009020052	11/16/2015	JOHN PENCE BUILDING INC.	SPECIALTIES, 211-6175		4,050.00
5009020053	11/16/2015	MJP COMPUTERS	010-5800		2,260.86
5009020054	11/16/2015	Ford Credit Dept 67-434	130-7438	115.99	
			130-7439	530.95	646.94
5009020055	11/16/2015	Myers, Widders, Gibson, Jones	010-5802	6,082.55	
			211-5802	1,237.25	
			251-5802	111.00	7,430.80
5009020056	11/16/2015	NICK RAIL MUSIC	010-4300		1,733.21
5009020057	11/16/2015	NIMCO	010-4300		88.23
5009020058	11/16/2015	OFFICE DEPOT	010-4300		1,140.21
5009020059	11/16/2015	PACIFIC COAST SOUND COMMUNICATIONS, INC	AND 211-6202		13,482.00
5009020060	11/16/2015	QUALITY WINDOWS	010-4300		48.49
5009020061	11/16/2015	U.S. Bank Systems	Corporate Payment 010-4300	6,494.60	
			010-5200	2,328.40	
			010-5800	1,630.56	
			130-5200	135.00	10,588.56
5009020062	11/16/2015	VENTURA REFRIGERATION SALES & SERVICE	130-5600		2,109.32
5009020063	11/17/2015	AMERICAN EXPRESS	010-5200		654.42

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Checks Dated 11/05/2015 through 12/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020064	11/17/2015	ARC	211-5800		52.68
5009020065	11/17/2015	DALLAS MIDWEST	010-4300		2,172.88
5009020066	11/17/2015	Demco	010-4300		315.68
5009020067	11/17/2015	Fry's Electronics	010-4300		1,458.88
5009020068	11/17/2015	Mark It Place	010-4300		192.64
5009020069	11/17/2015	NICK RAIL MUSIC	010-5613		561.94
5009020070	11/17/2015	U.S. Bank Systems	Corporate Payment 010-4300	1,269.41	
			010-5200	822.88	
			130-4300	2,897.40	
			130-4400	2,312.17	7,301.86
5009020071	11/17/2015	VCOE	010-5800		4,312.00
5009020072	11/18/2015	SISC FINANCE	010-9516	9,287.97	
			010-9534	505,179.00	
			010-9537	36,812.13	551,279.10
5009020073	11/19/2015	Clara M. Mendez	010-5200		36.23
5009020074	11/19/2015	Deborah H. Antrim	010-4300		22.36
5009020075	11/19/2015	Rebecca Rocha	010-4300		42.87
5009020076	11/19/2015	Joanne Davidson	010-4300		325.61
5009020077	11/19/2015	John D. Puglisi	010-4300		82.71
5009020078	11/19/2015	AMERICAN EXPRESS	010-4300		176.26
5009020079	11/19/2015	MRS FIGS BOOKWORM	010-4300		819.16
5009020080	11/19/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		55.23
5009020081	11/19/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		168.89
5009020082	11/19/2015	Color New Co	211-6202		19,095.00
5009020083	11/19/2015	Csea-Rio Chapter 329	010-9201		429.00
5009020084	11/19/2015	Durham Transportation	010-5800		6,107.91
5009020085	11/19/2015	EAI EDUCATION	010-4300	988.69	
			Unpaid Sales Tax	73.24-	915.45
5009020086	11/19/2015	Evita's Mexican Cafe	010-4300		429.47
5009020087	11/19/2015	Hank Wadsworth	010-5800		1,000.00
5009020088	11/19/2015	HOME DEPOT CREDIT SERVICES	010-4300		30.08
5009020089	11/19/2015	Hughes General Engineering	010-5800		6,579.94
5009020090	11/19/2015	J.W. Pepper	010-4300		1,173.93
5009020091	11/19/2015	KONICA MINOLTA PREMIER FINANCE	010-5612	5,114.25	
			130-5612	32.63	5,146.88
5009020092	11/19/2015	Blaine Kutin	010-5800		624.62
5009020093	11/19/2015	Marcus Lopez	010-5800		300.00
5009020094	11/19/2015	NICK RAIL MUSIC	010-5613		42.70
5009020095	11/19/2015	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5800		1,476.12
5009020096	11/19/2015	PERMA BOUND	010-4300		1,001.43
5009020097	11/19/2015	Hekar Rivera	010-5800		550.00
5009020098	11/19/2015	SC Fuels	010-4300	1,063.04	
			010-4360	167.43	
			130-4300	44.02	1,274.49
5009020099	11/19/2015	Tutorial Services	010-4300		50.00

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020100	11/19/2015	Tolman & Wiker	010-5450		2,231.00
5009020101	11/19/2015	U.S. Bank Systems	Corporate Payment 010-4300	3,572.90	
			010-5200	8,319.02	
			010-5800	242.32	
			130-4300	342.76	12,477.00
5009020102	11/19/2015	VENTURA COUNTY READING ASSOC.	010-5200		770.00
5009020103	11/20/2015	Elena Ramirez	010-5200		25.53
5009020104	11/20/2015	Sara Juarez	010-4300		705.79
5009020105	11/20/2015	Margarita Mosqueda	010-4300		42.09
5009020106	11/20/2015	Carolyn A. Bernal	010-4300		84.32
5009020107	11/20/2015	Mariela G. Plascencia	010-4300		84.73
5009020108	11/20/2015	Michelle Duckett	010-5200		154.48
5009020109	11/20/2015	Katherine A. Auerbach	010-4300		63.60
5009020110	11/20/2015	Oscar G. Hernandez	010-4300		40.47
5009020111	11/20/2015	Architecture for Education Incorporated	211-6219		118,032.43
5009020112	11/20/2015	ALL-PHASE ELECTRIC SUPPLY	010-4300		1,030.05
5009020113	11/20/2015	Ewing Irrigation Products Inc	010-4360		1,050.71
5009020114	11/20/2015	FEDEX	010-5900		183.44
5009020115	11/20/2015	FEDEX	010-5900		505.67
5009020116	11/20/2015	FOOD SHARE, INC.	010-4300		332.96
5009020117	11/20/2015	Fry's Electronics	010-4300		361.73
5009020118	11/20/2015	Fun and Function	010-4300	1,757.05	
			Unpaid Sales Tax	130.16-	1,626.89
5009020119	11/20/2015	GAS CONTROL TECHNOLOGIES	211-6140		2,000.00
5009020120	11/20/2015	Gem Equipment	010-5800		199.56
5009020121	11/20/2015	GIBBS INTERNATIONAL	010-4300	1,263.33	
			010-5610	959.04	2,222.37
5009020122	11/20/2015	Grainger	010-4300	214.35	
			010-4360	512.66	727.01
5009020123	11/20/2015	HOME DEPOT CREDIT SERVICES	010-4300	3,264.48	
			010-4325	125.15	3,389.63
5009020124	11/20/2015	Kruger, Bensen, Ziemer, Architects, Inc.	211-6219		903.00
5009020125	11/20/2015	McMaster-Carr	211-4300		597.41
5009020126	11/20/2015	MONTGOMERY HARDWARE CO.	010-4300		104.76
5009020127	11/20/2015	O'Reilly Auto Parts	010-4300		295.91
5009020128	11/20/2015	OFFICE DEPOT	010-4300	2,430.34	
			130-4300	71.10	2,501.44
5009020129	11/20/2015	Oriental Merchandise Company	010-4300	173.29	
			Unpaid Sales Tax	12.84-	160.45
5009020130	11/20/2015	SIGN-A-RAMA	010-4300		460.25
5009020131	11/20/2015	TAFT ELECTRIC	010-5800		600.00
5009020132	11/20/2015	Traffic Technologies, LLC	010-4300		139.21
5009020133	11/20/2015	Tubbs Bros.	010-5610		1,308.00
5009020134	11/20/2015	Turf Star, Inc.	010-4360		305.14
5009020135	11/20/2015	U.S. Bank Systems	Corporate Payment 010-4300	577.27	

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Checks Dated 11/05/2015 through 11/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020135	11/20/2015	U.S. Bank Systems	Corporate Payment 010-5200	16,224.71	16,801.98
5009020136	11/23/2015	Martha Neary	010-5200		138.55
5009020137	11/23/2015	Veronica Rauschenberger	010-4300		62.18
5009020138	11/23/2015	Sonia G. Lopez	010-5200		50.00
5009020139	11/23/2015	Sara Juarez	010-4300		154.30
5009020140	11/23/2015	Jay H. Sorensen	010-5200		299.00
5009020141	11/23/2015	Hugo Escobar	010-5800		54.00
5009020142	11/23/2015	Nicole L. Flaherty	010-5200		50.00
5009020143	11/23/2015	Joanne Davidson	010-4300		429.57
5009020144	11/23/2015	Leann M. Guzik	010-4300		60.90
5009020145	11/23/2015	Robert Guynn	010-4300		245.77
5009020146	11/23/2015	Ronald Koening	010-4300		91.00
5009020147	11/23/2015	Kylie M. Francis	010-5200		50.00
5009020148	11/23/2015	Gertraud Tomlinson	010-4300		142.79
5009020149	11/23/2015	AMERICAN EXPRESS	010-4300		41.32
5009020150	11/23/2015	American Educational Research Association	010-5300		180.00
5009020151	11/23/2015	Assistance League School	010-5800		7,850.00
5009020152	11/23/2015	Aswell Trophy	010-4300		2,740.23
5009020153	11/23/2015	MRS FIGS BOOKWORM	010-4300		46.94
5009020154	11/23/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		604.44
5009020155	11/23/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		168.89
5009020156	11/23/2015	CASA PACIFICA	010-5800		1,820.00
5009020157	11/23/2015	CONTINUING DEVELOPMENT, INC.	010-5100	2,577.09	
5009020158	11/23/2015	C D W GOVERNMENT, INC.	010-5800	6,667.14	9,244.23
			010-4300	8,488.06	
			010-4400	10,355.82	
			130-4400	1,494.12	20,338.00
5009020159	11/23/2015	CITY OF OXNARD	010-5540		5,469.15
5009020160	11/23/2015	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		230.00
5009020161	11/23/2015	Curriculum Associates, Inc.	010-4300		192.33
5009020162	11/23/2015	E J Harrison & Sons	010-5560		3,345.26
5009020163	11/23/2015	SOUTHERN CALIF. EDISON	010-5520		21,724.02
5009020164	11/23/2015	THE GAS COMPANY	010-5530		209.81
5009020165	11/23/2015	GOLDEN STATE SYSTEMS	010-4300		495.75
5009020166	11/23/2015	HARRIS WATER CONDITIONING	010-5540		78.75
5009020167	11/23/2015	Mark It Place	010-4300		696.60
5009020168	11/23/2015	McMaster-Carr	211-4300		913.88
5009020169	11/23/2015	PACIFIC COAST SOUND COMMUNICATIONS, INC	AND 010-5800		90.00
5009020170	11/23/2015	PARADIGM HEALTHCARE SERVICES	010-5800		9.86
5009020171	11/23/2015	S & S DISCOUNT SPORTS	010-4300		228.92
5009020172	11/23/2015	Sam's Club Direct	010-4300	281.37	
			130-4300	266.50	
			130-4710	314.36	
5009020173	11/23/2015	SANTA BARBARA COUNTY SELPA ATTN: MARGARET SLATER	010-5200		862.23
					80.00

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 11/05/2015 through 12/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020174	11/23/2015	Santillana USA	010-4300		198.46
5009020175	11/23/2015	Santa Barbara Selpa	010-5200		40.00
5009020176	11/23/2015	SCHOOL NURSE SUPPLY, INC.	010-4300		400.16
5009020177	11/23/2015	The Spark Program	010-4300		5,787.36
5009020178	11/23/2015	SUNESYS QUANTA RECEIVABLES LP	010-5800		2,483.28
5009020179	11/23/2015	Tax Deferred Services Corporate Office Suite 209	010-9539		71,835.00
5009020180	11/23/2015	UNITED WATER CONSERVATION DIST.	010-5540		1,560.03
5009020181	11/23/2015	Cambian Learning	010-4300		421.83
5009020182	11/30/2015	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	211-6202		1,488.00
5009020183	11/30/2015	SCHOOL SPECIALTY	211-4400		15,355.84
5009020184	11/30/2015	Tetra Tech Inc	211-6135	68,995.00	
			211-6147	58,389.62	127,384.62
5009020185	12/01/2015	Fix Painting	211-6202		1,815.00
5009020186	12/02/2015	Heather Parks	010-4300		47.80
5009020187	12/02/2015	Fumiko Kitazumi	130-5200		16.10
5009020188	12/02/2015	Dulce M. Heller	130-5200		84.82
5009020189	12/02/2015	Michael A. Vollmert	010-5200		526.67
5009020190	12/02/2015	Kristen Pifko	010-5200		671.72
5009020191	12/02/2015	Lacey Piper	130-4300	769.85	
			130-4710	21.06	790.91
5009020192	12/02/2015	Agromin Horticultural Products	010-4360		41.25
5009020193	12/02/2015	AMERICAN EXPRESS	010-4300	75.07	
			010-5600	899.00	974.07
5009020194	12/02/2015	Barnes & Noble Inc.	010-4300		1,042.71
5009020195	12/02/2015	MRS FIGS BOOKWORM	010-4300		407.70
5009020196	12/02/2015	Sam's Club Direct	010-4300	537.87	
			010-9320	541.90	
			130-4300	162.47	
			130-4710	191.64	1,433.88
5009020197	12/02/2015	School Outfitters	010-4300		103.70
5009020198	12/02/2015	SCHOOL SPECIALTY	211-4300	2,845.22	
			211-4400	10,907.53	
			211-9510	4,823.92	18,576.67
5009020199	12/02/2015	USI Education & Government Sales	010-4300		249.24
5009020200	12/07/2015	Darin C. Spencer	010-4300		75.00
5009020201	12/07/2015	Teresa R. Ivey	010-4300		75.00
5009020202	12/07/2015	Pamela Waltmann	010-5200		23.87
5009020203	12/07/2015	AnaLaura Orozco	010-5200		17.70
5009020204	12/07/2015	Monica O. Rivera	010-5200		25.88
5009020205	12/07/2015	AMAZON.COM CORPORATE CREDIT	010-4300		3,680.14
5009020206	12/07/2015	AMERICAN BUILDING COMFORT	010-5610		4,655.00
5009020207	12/07/2015	Apple Computer	010-4300		1,865.28
5009020208	12/07/2015	AT&T	010-5900		91.03
5009020209	12/07/2015	BARON INDUSTRIES	010-4300		69.92

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Checks Dated 11/05/2015 through 12/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020210	12/07/2015	California Lutheran UniversityCRLP	010-5200		510.00
5009020211	12/07/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		549.21
5009020212	12/07/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		165.28
5009020213	12/07/2015	CASA PACIFICA	010-5800		105.00
5009020214	12/07/2015	CITY OF OXNARD	010-5540		3,717.40
5009020215	12/07/2015	CALIFORNIA LUTHERAN UNIVERSITY	010-5200		85.00
5009020216	12/07/2015	COGGS TIRE SERVICE	010-5610		24.83
5009020217	12/07/2015	CREATIVE BUS SALES	010-4300		198.48
5009020218	12/07/2015	SASS/MESTMAKER INSURANCE	010-5450		135.00
5009020219	12/07/2015	Decision Insite	010-5800		2,400.00
5009020220	12/07/2015	City Of Oxnard-City Treasurer	010-5561		787.80
5009020221	12/07/2015	BLICK ART MATERIALS	010-4300		3,160.97
5009020222	12/07/2015	E J Harrison & Sons	010-5560		67.95
5009020223	12/07/2015	SOUTHERN CALIF. EDISON	010-5520		11,401.92
5009020224	12/07/2015	FEDEX	010-5900		429.11
5009020225	12/07/2015	FGL Environmental	010-5800		81.00
5009020226	12/07/2015	Fry's Electronics	010-4300		1,067.88
5009020227	12/07/2015	THE GAS COMPANY	010-5530		1,432.45
5009020228	12/07/2015	Gem Equipment	010-5800		45.00
5009020229	12/07/2015	GREATAMERICA FINANCIAL SVCS	010-5610		287.25
5009020230	12/07/2015	Hank Wadsworth	010-5800		600.00
5009020231	12/07/2015	HARRIS WATER CONDITIONING	010-5540		70.14
5009020232	12/07/2015	Harvest Santa Barbara	130-4710		530.00
5009020233	12/07/2015	HERITAGE VALLEY BUS INC.	010-5800		1,661.57
5009020234	12/07/2015	IDENT-A-KID	010-4300	441.18	
			010-5800	670.00	
			Unpaid Sales Tax	29.92-	1,081.26
5009020235	12/07/2015	IXL Learning	010-4300		3,188.00
5009020236	12/07/2015	Julie Avnit	211-5800		5,810.00
5009020237	12/07/2015	Kimball Midwest	010-4300		1,381.76
5009020238	12/07/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		1,640.58
5009020239	12/07/2015	Lakeshore	010-4300		235.34
5009020240	12/07/2015	LAZEL	010-4300	1,694.90	
			Unpaid Sales Tax	125.55-	1,569.35
5009020241	12/07/2015	Markerboard People	010-4300	641.52	
			Unpaid Sales Tax	47.52-	594.00
5009020242	12/07/2015	Roger A Mogenthaler	010-4300		1,094.00
5009020243	12/07/2015	NICK RAIL MUSIC	010-4300	462.73	
			010-5613	84.86	547.59
5009020244	12/07/2015	NYELAND ACRES WATER COMPANY	010-5540		330.33
5009020245	12/07/2015	POWER EQUIPMENT CENTER	010-4360		5.81
5009020246	12/07/2015	PASSAGEWAY, INC.	010-5800		2,907.36
5009020247	12/07/2015	POSITIVE PROMOTIONS	010-4300	4,300.46	
			Unpaid Sales Tax	318.56-	3,981.90
5009020248	12/07/2015	REPUBLIC ELEVATOR COMPNAY	010-5620		283.42
5009020249	12/07/2015	RIO PLAZA WATER COMPANY	010-5540		2,124.93
5009020250	12/07/2015	RTR Kids Rugs	010-4300	322.87	

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Checks Dated 11/05/2015 through 12/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020251	12/07/2015	SafetyGear Corporation	Unpaid Sales Tax 010-4300	23.92- 130.91	298.95
5009020252	12/07/2015	SC Fuels	Unpaid Sales Tax 010-4300	9.70- 1,735.90	121.21
5009020253	12/07/2015	SCHOLASTIC BOOK CLUBS, INC.	010-4360 130-4300 010-4200	53.61 108.46 21.86	1,897.97
5009020254	12/07/2015	Scholastic Inc.	010-4300	995.82	1,017.68
5009020255	12/07/2015	School Bus Parts Co.	010-4300		365.84
5009020256	12/07/2015	SCHOOL NURSE SUPPLY, INC.	010-4300		340.56
5009020257	12/07/2015	SCHOOL SPECIALTY	010-4300	4,156.71	546.72
			251-4300	660.57	
			251-4400	1,289.77	6,107.05
5009020258	12/07/2015	Schoolhouse Educational Srvc	010-4300	159.00	
			010-5800	1,200.00	1,359.00
5009020259	12/07/2015	SERVICE PRO-FIRE PROTECTION, I	010-5620		.90.00
5009020260	12/07/2015	Skillpath Seminars	010-5200		398.00
5009020261	12/07/2015	Southwest School & Office Supply	010-4300	2,039.57	
			010-9320	7,235.39	9,274.96
5009020262	12/07/2015	SOUTHWEST SCHOOL & OFFICE SUPPLY	010-4300		48.12
5009020263	12/07/2015	SCHOOL SPECIALTY	010-4300	239.34	
			010-4400	2,742.27	2,981.61
5009020264	12/07/2015	STARFALL EDUC. PRODUCTS	010-5800		270.00
5009020265	12/07/2015	Starfall Education	010-4300		270.00
5009020266	12/07/2015	SUNESYS QUANTA RECEIVABLES LP	010-5800		9,933.12
5009020267	12/07/2015	SUPER DUPER PUBLICATIONS	010-4300	367.75	
			Unpaid Sales Tax	27.26-	340.49
5009020268	12/07/2015	TAFT ELECTRIC	490-5800		3,908.04
5009020269	12/07/2015	UNIVERSAL SPECIALITIES, INC.	010-4300		54.41
5009020270	12/07/2015	U.S. Bank Corporate Payment Systems	010-4200	129.53	
			010-4300	1,915.21	
			010-5200	175.00	
			010-5600	178.00	2,397.74
5009020271	12/07/2015	Tammy Van Fleet, PHD, BCBAD	010-5800		825.00
5009020272	12/07/2015	VCOE	010-5804	1,855.00	
			010-9510	12,649.82	14,504.82
5009020273	12/07/2015	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-5450		81,833.62
5009020274	12/07/2015	Vavrinek, Trine, Day & Co. LLP	211-5800		3,000.00
5009020275	12/07/2015	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5620		4,020.00
5009020276	12/08/2015	Michelle B. Townsley	010-5200		522.15
5009020277	12/08/2015	Alvin Nelson	010-5200		150.00
5009020278	12/08/2015	ALL-PHASE ELECTRIC SUPPLY	010-4300		314.28

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Checks Dated 11/05/2015 Through 12/09/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020279	12/08/2015	APPLIED BACKFLOW TECHNOLOGIES	010-5540		524.50
5009020280	12/08/2015	Aswell Trophy	010-4300		215.46
5009020281	12/08/2015	AT&T	010-5900	328.87	
5009020282	12/08/2015	BARON INDUSTRIES	130-5900	9.18	338.05
			010-4300	664.48	
5009020283	12/08/2015	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5620	2.17	666.85
5009020284	12/08/2015	Anthony Cody	010-5800		90.00
5009020285	12/08/2015	COGGS TIRE SERVICE	010-5800		3,168.54
5009020286	12/08/2015	Color New Co	010-4300		397.68
5009020287	12/08/2015	Ewing Irrigation Products Inc	211-6202		5,100.00
5009020288	12/08/2015	Joe Bruzzese	010-4360		2,338.19
5009020289	12/08/2015	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5800		1,950.00
			010-5612		486.15
5009020290	12/08/2015	Blaine Kutin	010-5800		645.03
5009020291	12/08/2015	Morris Inspection Company	211-6245		4,830.00
5009020292	12/08/2015	Ford Crdit Dept 67-434	130-7438	115.99	
5009020293	12/08/2015	SC Fuels	130-7439	530.95	646.94
			010-4300	1,183.03	
			010-4360	105.04	
5009020294	12/08/2015	Dr. Elizabeth Yeager	130-4300	49.05	1,337.12
			010-5800		1,706.25
Total Number of Checks				374	2,221,987.80

	Count	Amount
Cancel	1	4,050.00
Net Issue		2,217,937.80

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	323	1,289,512.72
130	Cafeteria Fund	31	183,571.74
211	Building Fund	33	735,398.31
251	CAPITAL FACILITIES - RESIDENTI	5	7,214.18
490	Capital Projects Fund for Blen	1	3,908.04
Total Number of Checks		373	2,219,604.99
Less Unpaid Sales Tax Liability			1,667.19-
Net (Check Amount)			2,217,937.80

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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12.5



Agenda Item: **12.5. Approval of the Service Agreement between Blaine Kutin and RSD to provide Data Analysis Services**

Speaker: Superintendent Puglisi

Rationale: Mr. Kutin will continue to provide services creating data warehouses generating analysis reports.

Financial Impact: Fiscal Impact: \$10,800.00
Funding Source: LCFE

Recommended Motion: Staff recommends approval.

Attachments:
KutinAgreement

AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 16th day of December, by Blaine Kutin and the **RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036**, hereinafter referred to as the DISTRICT and Blaine Kutin 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.** Provide work to create and analyze data services in the Superintendents Office.
2. **COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of 20.61 per hour, not to exceed \$10,800.00 beginning on January, 2015 and ending June 30, 2016. These dates may be changed by an amendment to this agreement signed by both parties.
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.

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.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor.

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.

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.

X 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

Assistant Superintendent of Business Services

Date

Superintendent or designee

Date

CONTRACTOR

Authorized Signature

Date

Print or Type Name

Tax ID # (required W-9 attachment)

Address

Phone

Fax #

e-mail address

APPENDIX A – CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

I, _____, am an individual contractor, consultant. My entity is seeking to contract with the Rio Elementary School District to provide _____ to the District, and I am aware of the requirements of Education Code section 45125.1.

II. Certifications

I make the following certifications under penalty of perjury:

- A. I shall not begin to provide services to the District nor Shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7© and 667.5. (Education Code section 45125.1(e).)
- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).)
- C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupil. (Education Code section 45125.1 (f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Dated: _____, 20____ at _____ (City) California.

Signature

12.6



Agenda Item: 12.6. Approval of the Service Agreement between the RSD and Godoy Studios for Video and Multimedia Productions

Speaker: Superintendent Puglisi

Rationale: Godoy Studios will continue to provide video and multimedia production services.

Financial Impact: Fiscal Impact: Not to exceed \$37,800.00

Funding Source: LCFE

Recommended Motion: Staff recommends approval

Attachments:
GodoyStudio

AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 16th day of December, by and between Godoy Studios and the **RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036**, hereinafter referred to as the DISTRICT and 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.** Provide video and multimedia production services.
2. **COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of \$75.00 per hour (hour/day/etc.), not to exceed \$37,800.00 beginning on January 1, 2016 and ending on June 30, 2016. These dates may be changed by an amendment to this agreement signed by both parties. Mileage will be reimbursed at the current District rate and other incidental expenses will be reimbursed up to 00.00 providing receipts are provided.
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.

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.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor.

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.

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.

APPENDIX B – CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

I, , am an individual contractor, consultant. My entity is seeking to contract with the Rio Elementary School District to provide _ to the District, and I am aware of the requirements of Education Code section 45125.1.

II. Certifications

I make the following certifications under penalty of perjury:

- A. I shall not begin to provide services to the District nor Shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7© and 667.5. (Education Code section 45125.1(e).)
- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).
- C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupil. (Education Code section 45125.1 (f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Dated: _____, 200__ at _____ (City) California.

Signature

12.7



Agenda Item: **12.7. Approval of the Service Agreement with Diane DeLaurentis to Provide Drama Program and Productions Services to the Middle and Afterschool Programs**

Speaker: Superintendent Puglisi

Rationale: Ms. DeLaurentis will continue to provide drama program and production services to the all sites in classrooms and in the after school programs.

Financial Impact: Financial Impact: Not to exceed \$26,000

Funding Source: LCFE

Recommended Motion: Staff recommends approval.

Attachments:
DeLaurentisSvcAgmt

**AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR
SERVICES**

THIS AGREEMENT, made and entered into this 16th day of December, by Diane DeLaurentis and the **RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036**, hereinafter referred to as the DISTRICT and 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.** Provide drama program and production services.
2. **COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of **50.00** per hour (hour/day/etc.), not to exceed \$26,000.00 beginning on January 2016 and ending on June 2016. These dates may be changed by an amendment to this agreement signed by both parties. Mileage will be reimbursed at the current District rate and other incidental expenses will be reimbursed up to **00.00** providing receipts are provided.
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.

12.8





Agenda Item: 12.8. Approval of the Service Agreement between RSD and Hekar Rivera to provide Consulting and Music Instruction

Speaker: Superintendent Puglisi

Rationale: Mr. Rivera will continue to provide support to the district with acoustic, audio and video equipment installation in the site MPR's and audio visual technical support as well as music instruction and professional development.

Financial Impact: Fiscal Impact: Not to exceed 5000.00 per month
Funding Source: LCFF

Recommended Motion: Staff recommends approval.

Attachments:
RiveraSvcAgmt

**AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR
SERVICES**

THIS AGREEMENT, made and entered into this day of December 1, 2015, by and between the **RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036**, hereinafter referred to as the DISTRICT and "Hekar Rivera, Creative Consulting & Music Instruction" 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.** Acoustic Treatment, Audio and Video Equipment Installation on MPR's and Gymnasiums, and audio visual technical support.

2. **COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of \$50 per hour, not to exceed \$5000 monthly, beginning on December 1, 2015 and ending on June 30, 2016. These dates may be changed by an amendment to this agreement signed by both parties. Mileage will be reimbursed at the current District rate and other incidental expenses will be reimbursed up to **\$300.00** providing receipts are provided.

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.

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.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor.

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.

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 Accounting
Date

Superintendent or designee
Date

CONTRACTOR



Authorized Signature

Dec 1 2015
Date

Hekar Rivera

Print or Type Name

Tax ID # (required W-9 attachment)

Address

Phone

Fax #

e-mail address

APPENDIX B – CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

I, Hekar Rivera, am an individual contractor, consultant. My entity is seeking to contract with the Rio Elementary School District to provide consultation on Pro-Audio and Video and Acoustic treatment to the District, and I am aware of the requirements of Education Code section 45125.1.

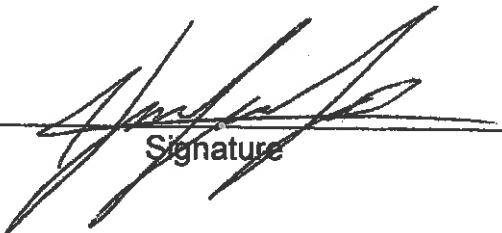
II. Certifications

I make the following certifications under penalty of perjury:

- A. I shall not begin to provide services to the District nor Shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7© and 667.5. (Education Code section 45125.1(e).)
- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).)
- C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupil. (Education Code section 45125.1 (f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Dated: December 1, 2015 at Oxnard, California.



Signature

12.9



Agenda Item: 12.9. Approval of the Benner and Carpenter Proposal for Design Services at Rio Real Elementary School

Speaker: Kristen Pifko, Assistant Supt. Business Services

Quick Summary / Abstract:

Rationale: In preparation for expected heavy rains this winter, district staff requested proposals to address a drainage issue along the northeast side of existing relocated buildings. Staff and the construction management team walked the impacted area with the contractor. Based on the information provided to the contractor, the attached proposal for design services was provided.

Approve the proposal from Benner and Carpenter, Inc. for Design Services to address drainage issues at Rio Real Elementary School.

Financial Impact: Fiscal Impact: \$10,200.00

Funding Source: Routine Restricted Maintenance

Recommended Motion: Staff recommends approving the proposal from Benner and Carpenter for design services to address the drainage issues at Rio Real Elementary School.

Attachments:
Benner and Carpenter proposal for design services



BENNER and CARPENTER, INC.

CIVIL ENGINEERS • LAND SURVEYORS

508 EAST MAIN STREET
SANTA PAULA, CALIFORNIA 93060
(805) 525-3396
FAX # (805) 656-1989

November 11, 2015

Rio Elementary School District
2500 Vineyard Avenue
Oxnard, California 93036

Subject: Proposal for Design Services,
Rio Real Elementary School

Gentlemen:

Benner and Carpenter, Inc., is pleased to provide this proposal to prepare a grading plan to address the drainage issue along the northeast side of the existing relocatable buildings. Our scope of services will include a field survey to better define the drainage problem areas, and the preparation of a grading plan to divert the flow of runoff away from the relocatable buildings and out to the grass fields.

Our fee for this service is \$10,200. This proposal does not include preparation of specifications, submittal for agency review, or support through construction.

Please feel free to give me a call if you have any questions.

Very truly yours,


Larry Frager

LF/ss

Celebrating Over 35 Years in Business

12.10



Agenda Item: 12.10. Approve a modification to the existing consulting services contract with Tetra Tech to CEQA work for the new K-8 School.

Speaker: Kristen Pifko, Assistant Supt. Business Services

Quick Summary / Abstract:

Rationale: Tetra Tech has requested a modification to the Consulting Services Contract, dated January 29, 2015 and amended on March 17, 2015 and March 31, 2015.

The current modification is requested to provide for additional services required to perform a revised traffic and circulation study and complete a Mitigated Negative Declaration (MND) as part of the California Environmental Quality Act (CEQA) Services for the proposed K-8 STEAM School in Oxnard, California. These additional services are required in response to issues raised by California Department of Education (CDE) in their evaluation of site conditions.

Financial Impact: An additional cost of \$24,563.00 to be added to the original budget of \$185,285.00 for a total of \$209,848.00.

Funding Source: Measure G Bond

Recommended Motion: Staff proposes the approval of the new increase for additional services provided by Tetra Tech.

Attachments:
Tetra Tech Contract for Additional Services



TETRA TECH

C495-7130
100-SBA-T33903

December 1, 2015

Dr. John Puglisi
Rio School District
2500 Vineyard Avenue
Oxnard, California 93036

Subject: Request for Modification to CEQA Services for the Rio School District's Proposed K-8 STEAM School Construction Project for Additional Services Required to Perform a Revised Traffic and Circulation Study and Complete a Mitigated Negative Declaration (MND) (Modification No. 3).

References: a) *Request for Modification to Provide CEQA Services for the Rio School District's Proposed K-8 STEAM School Construction Project (Modification No. 2)* (Tetra Tech March 17, 2015).

b) *Consulting Services Contract* (Rio School District January 29, 2015)

c) *Second Amendment to Consulting Services Contract* (Rio School District March, 31 2015)

Dear Dr. Puglisi:

Tetra Tech, Inc. (Tetra Tech) is pleased to present this Request for Contract Modification No. 3 to the Rio School District (RSD) to provide for Additional Services Required to Perform a Revised Traffic and Circulation Study and Complete a Mitigated Negative Declaration (MND) as part of the California Environmental Quality Act (CEQA) Services for the proposed K-8 Community STEAM School (hereafter referred to as the Site) in Oxnard, California. The Site is located in the River Park Development north of the US 101 Freeway at an elevation of approximately 80 feet above mean sea level (msl) along the southeast bank of the Santa Clara River. The Site is currently vacant with relatively flat topography and comprises County of Ventura Assessor's assessor parcel numbers (APN) 132-011-001 (10.16 acres) and 132-010-026 (1.38 acres).

Tetra Tech is currently performing Task 6 CEQA Document Preparation as described in the *Request for Modification to Provide CEQA Services for the Rio School District's Proposed K-8 STEAM School Construction Project (Modification No. 2)* (Reference a) under the *Consulting Services Contract* (Reference b) and *Second Amendment to Consulting Services Contract*, dated January 29, 2015 (Reference c). Tetra Tech has performed additional services at the direction of the RSD that were not included in the Modification No. 2 Scope of Work to evaluate additional traffic issues raised by the California Department of Education (CDE) in their evaluation of Site conditions. The CDE wants to reduce the number of traffic lanes in the roundabout in front of the Site from two lanes to one lane for safety considerations. Additional work was also performed to determine the appropriate CEQA Document required for this project and to evaluate remedies for potential flooding issues at the Site. The additional services included:

- Preparation of the *History of Environmental Analysis for RiverPark Specific Plan Area* to evaluate the impact analysis of proposed student populations for the RiverPark West School.

Tetra Tech, Inc.
5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111
Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com



- Stantec (the project traffic engineering firm) performed an analysis for reducing the number of traffic lanes in the roundabout in front of the Site from two lanes to one lane.
- Preparation for and attendance of a meeting between Tetra Tech, Stantec, and the City of Oxnard on August 20, 2015 to discuss potentially modifying the traffic roundabout in front of the Site by reducing the traffic lanes from two to one lane.
- Preparation for and attendance of a meeting between Tetra Tech, Stantec, Sage Institute (SI), and the City of Oxnard on September 9, 2015 to further discuss potentially modifying the traffic roundabout in front of the Site by reducing the traffic lanes from two to one lane and to discuss potential project CEQA document alternatives including an addendum to the RiverPark Environmental Impact Report (EIR) with the City of Oxnard as the lead agency or preparation of an EIR or Mitigated Negative Declaration (MND) with the RSD as the lead agency.
- Following the September 9, 2015 meeting, Tetra Tech performed an evaluation of the potential CEQA document alternatives (EIR with the City of Oxnard as the lead agency or preparation of an EIR or MND with the RSD as the lead agency), prepared a revised CEQA checklist, and prepared a memo to SI dated September 28, 2015 summarizing the CEQA document alternative evaluation and recommendations proposing a MND with the RSD as the lead agency.
- During August and September 2015, Tetra Tech performed research of remedies for potential flooding of the Site due to levee failure caused by extreme storm events and catastrophic reservoir failure in addition to services covered under Reference b) and Reference c). Tetra Tech obtained and reviewed the documents listed below, consulted Ike Pace of Tetra Tech on the document contents, provided SI with a summary in an email dated September 10, 2015, regarding the history of the historic flood events and proposed remedies to potential flooding at the Site:
 - Power Point Slides for the *RiverPark Neighborhood Council Meeting Informational Update on SCR-1 Levee Meeting on August 27, 2015* (Tetra Tech);
 - FEMA PAL Response Report (Tetra Tech November 2009);
 - Draft Interim Risk Reduction Measures Plan (IRRMP) (Tetra Tech February 2015); and
 - Draft Flood Warning and Emergency Evacuation Plan (FWEPP) (January 2015).

These documents will be used in preparation of the MND.

SCOPE OF WORK

TASK 6 – CEQA DOCUMENT PREPARATION

Tetra Tech will complete Task 6 - CEQA Document Preparation as required by CEQA in the following subtasks as proposed in the Scope of Work presented in Modification No. 2 (Reference a):

- Task 6.1 - Initial Study (IS);
- Task 6.2 - Draft MND; and
- Task 6.3 - Final MND.

As part of Task 6.2 Draft MND, a Revised Traffic and Circulation Study will be performed for the Site by Stantec. The Revised Traffic and Circulation Study will be based on direction provided by the City of



TETRA TECH

Oxnard Planning Division and Traffic Engineering staff during the meeting on September 9, 2015. Since approval of the Final EIR (FEIR) in 2002, Riverpark Specific Plan land uses and trip generation estimates have been significantly reduced. The school site's traffic additions will not result in exceedance of traffic levels estimated in the FEIR. The traffic study will therefore concentrate at intersections where impacts were identified and will determine the level of mitigation required under Amended Specific Plan conditions.

ESTIMATED PRICE

Tetra Tech has reviewed the project budget and estimates that \$24,563 of additional funding is required to complete Tasks 6.1, 6.2, and 6.3 and the additional services described above. We request an increase in our cost ceiling from \$185,285 to \$209,848 for the additional work items. The ceiling will not be exceeded without your prior authorization. A breakdown of the additional costs of \$24,563 for Modification No. 3 is shown on Table 1. Table 2 contains a summary of our time and materials labor rates. The work will be performed on a time and materials Not to Exceed basis. Our price is based on an assumed level of effort. Additional out of scope services, meetings, or reports that are requested by the RSD will be billed on a time and materials basis.

LIMITATIONS

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions. No other representation and no warranty or guarantee, expressed or implied, is included or intended in this proposal or in any subsequent report, opinion, or document.

The RSD should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the RSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the RSD. In any event, the scope of services provided by Tetra Tech must be that which the RSD agrees to or selects in light of personal risk preferences and other considerations.



TETRA TECH

CONTRACTUAL TERMS AND CONDITIONS

We propose to perform these services in accordance with the Consulting Services Contract dated January 29, 2015 between RSD and Tetra Tech and the agreed scope of services in this modification request. Tetra Tech will begin implementation of the proposed scope of work immediately following receipt of written authorization from you acknowledging your acceptance of this modification request.

If you have any questions regarding our modification request, please contact Jim Steele at (805) 681-6302 or by email at jim.steele@tetrattech.com or Randy Westhaus at (805) 681-3101 or by email at randy.westhaus@tetrattech.com. We appreciate this opportunity to present our modification request for your very important K-8 STEAM School project.

Sincerely,

TETRA TECH, INC.

James R. Steele
Project Manager

Randy T. Westhaus, P.E.
California Schools Director

California Professional Geologist No. 5963
California Certified Engineering Geologist No. 1906
California Certified Hydrogeologist No. 247

Attachments: Table 1 – Price Estimate, Request for Modification to Perform Additional CEQA Services
Table 2 – Time and Material Rates

cc: Joller, E. (Tt SMX)

Table 1
Price Estimate
Request for Modification to Perform Additional CEQA Services,
Proposed K-8 Community STEAM School, Oxnard, California
Rio School District
December 1, 2015

LABOR Category	Rate	Task 6.1 IS and Scoping		Task 6.2 Prepare Draft MIND		TOTAL	
		Hours	Amount	Hours	Amount	Hours	Amount
Director	\$209	2	\$418	1	\$209	3	\$627
Professional Geologist/Associate Director	\$172	24	\$4,128	8	\$1,376	32	\$5,504
Principal-Level CEQA Specialist	\$166	8	\$1,328	4	\$664	12	\$1,992
Senior-Level CEQA Specialist	\$114	16	\$1,824	-	\$-	16	\$1,824
Mid-Level CEQA Specialist	\$92	24	\$2,208	16	\$1,472	40	\$3,680
Administration	\$77	3	\$231	-	\$-	3	\$231
TOTAL LABOR		77	\$10,137	29	\$3,721	106	\$13,858
OTHER DIRECT COSTS							
Computer Usage per Hour	\$2.40	77	\$185	29	\$70	106	\$254
Mileage	\$0.58	180	\$104	180	\$104	360	\$207
Subtotal ODCs			\$288		\$173		\$461
Burden and Markup on ODCs at 24.34%			\$70		\$42		\$112
TOTAL ODCs			\$358		\$215		\$574
SUBCONTRACTORS							
Traffic Study (Stantec)		Amount		Amount		Amount	
Subtotal on Subcontractors			\$-		\$9,210		\$9,210
Mark up on Subcontractors at 10%			\$-		\$921		\$921
TOTAL SUBCONTRACTORS			\$-		\$10,131		\$10,131
TOTAL AMOUNT			\$10,495		\$14,067		\$24,563

Table 2
Tetra Tech Time and Materials Rates
Proposed K-8 STEAM School Construction Project
Rio School District
December 01, 2015

Labor Category	Hourly Billing Rate
Vice President	\$229.00
Director	\$209.00
Professional Geologist/Associate Director	\$172.00
Principal Scientist/Engineer	\$149.00
Principal-Level CEQA Specialist	\$166.00
Senior-Level CEQA Specialist	\$114.00
Mid-Level CEQA Specialist	\$92.00
Principal Air Quality Specialist	\$160.00
Senior-Level Geologist	\$110.00
Mid-Level Geologist	\$98.00
Senior Archeologist	\$100.00
Senior-Level Environmental Technician	\$117.00
Senior-Level Engineer/Scientist	\$127.00
Mid-Level Engineer/Scientist	\$98.00
Junior-Level Engineer/Scientist	\$78.00
Noise Specialist	\$95.00
Mid-Level Environmental Technician	\$91.00
Junior-Level Environmental Technician	\$69.00
Associate-Level Environmental Technician	\$60.00
Contract Management	\$145.00
Administration	\$77.00
Senior GIS Graphics/CADD	\$99.00
Graphics/CADD	\$95.00
Senior-Level Word Processing/Publications	\$88.00
Mid-Level Word Processing/Publications	\$79.00
Junior-Level Word Processing/Publications	\$53.00

Notes:

Rates Effective through December 31, 2015

Rates apply to normal working hours.

Subcontractors will be billed at cost plus 10% profit

All other direct costs such as travel, materials, telephone, computer usage, supplies, etc. will be billed at actual cost plus 25% handling charge.

12.11



Agenda Item: 12.11. Approval of the Sage Institute proposal for environmental consulting for the new K-8 STEAM school.

Speaker: Kristen Pifko, Assistant Supt. Business Services

**Quick Summary /
Abstract:**

Rationale: SAGE Institute has prepared a proposal for the scope of work, fee schedule, and cost estimate for consulting related to the Rio School District's New K-8 STEAM School Development.

The following areas will be covered, local, state and federal regulatory compliance, curriculum development, and partnerships and funding sources.

Financial Impact: Fiscal Impact: NTE: \$10,000.00

Funding Source: Measure G

Recommended Motion: Approve proposal from SAGE Institute for the Cost Estimate for environment consulting related to the new K-8 STEAM School.

Attachments:
SAGE proposal



sage institute

Southern California Office
2945 Towns Gate Road, Suite 200
Westlake Village, CA 91361
tel 805.497.8557 fax 805.496.4939

Central Coast Office
1055 Higuera Street, Suite 301
San Luis Obispo, CA 93401
tel 805.434.2804 fax 805.980.5886

www.sageil.com

sage@sageil.com

August 19, 2014

Lisette Aragon
Architecture for Education, Inc.
65 North Catalina Avenue
Pasadena, CA 91106

SUBJECT: Scope of Work, Fee Schedule, and Not To Exceed Cost Estimate for the Rio School District New K-8 STEAM School Development

Dear Lisette:

Sage Institute, Inc. (SII) is pleased to submit this scope of work, fee schedule, and not-to-exceed cost estimate for the Rio School District new K-8 STEAM school development planning process. SII has prepared this scope of work at your request based on our discussion and SII's understanding of the value and complexity of incorporating outdoor education and natural systems into school curriculum. We have provided anticipated tasks but would modify the scope freely to meet the needs of the planning process. SII is prepared to begin immediately on this scope of work with your authorization to proceed.

SCOPE OF WORK

TASK 1 – LOCAL, STATE, AND FEDERAL REGULATORY COMPLIANCE

SII will work with the STEAM project team to develop a draft project description for site development and curriculum activities that would be located within the Santa Clara River levees or otherwise affect the river and its habitats. When requested, SII would contact local, state, and federal agencies with jurisdiction over the Santa Clara River for guidance on the regulatory compliance pathway needed to implement the STEAM school concept. This scope includes attendance at meetings and developing technical memoranda for the project team articulating the regulatory compliance process as it unfolds. We anticipate needing direction and "permitting" from the Ventura County Watershed Agency, California Department of Fish and Wildlife (Streambed Alteration Agreements), U.S. Army Corps of Engineers (Clean Water Act Section 404), Regional Water Quality Control Board (Clean Water Act Section 401; post construction stormwater management regulations), U.S. Fish and Wildlife Service and National Marine Fisheries Service (Endangered Species Act). As we have discussed, the intent of the STEAM curriculum to educate our children on the importance of natural systems in our world should be received positively by all the regulators.

TASK 2 – CURRICULUM DEVELOPMENT

SII staff have extensive experience in outdoor and environmental education along with deep understanding of biological and wetland resources conditions, protections, and restoration. We would provide our integrated view of the Santa Clara River resources to the project team for developing engaging and relevant curriculum tied to real world issues.

TASK 3 – PARTNERSHIPS AND FUNDING SOURCES

SII has a long history of researching and obtaining funding for school programs and developing collaborative partnerships. As the project is further defined SII will work with the project team on identifying sources of grants and other funding mechanisms, and partnerships to implement the K-8 STEAM School concept.

COST ESTIMATE

SII is prepared to begin immediately on the above scope of work on a time and materials basis as shown in the fee schedule below for a not to exceed cost estimate of \$10,000. SII can provide refined cost estimates for specific task items as they are defined by the project team. Preparation of permit applications and specific biological and wetland resources studies if needed would likely require an amendment to this not to exceed amount.

SAGE INSTITUTE, INC. ENVIRONMENTAL SERVICES RATE SCHEDULE 2014-2015		
POSITION	STANDARD RATE	OVERTIME RATE¹
Principal II	\$175/hr.	N/A
Principal I	\$145/hr.	N/A
Senior Associate	\$105/hr.	N/A
Senior Biologist	\$95/hr.	N/A
Associate II	\$85/hr.	\$127.50/hr.
Associate I	\$75/hr.	\$112.50/hr.
Administrative Assistant	\$50/hr.	\$75.00/hr.
Direct Expenses & Subconsultants (printing, field supplies, travel, mileage, communications, Mileage: At current IRS Rate	Cost plus 10%	
¹ Overtime hours charged for hourly employees at 1.5x Standard Rate for hours over 8 hours per day or more than 40 hours over a 7 day period (Monday-Sunday).		

SII is prepared to begin immediately on this scope of work upon your authorization to proceed and completion of a written agreement. Thank you very much for including SII for environmental consulting services on the Rio School District STEAM project team. Please contact me if you have any questions or need any additional information. We look forward to working with you and the project team on this innovative educational facility.

Very truly yours,



David K. Wolff
Principal Ecologist, President

12.12



Agenda Item: 12.12. Amendment to Proposal from Hughes Engineering for New Site Furnishings at Rio Vista Middle School

Speaker: Kristen Pifko, Assistant Supt. Business Services

Quick Summary / Abstract:

Rationale: At the November 18, 2015 meeting a Proposal and Contract from Hughes Engineering for New Site Furnishings at Rio Vista Middle School was approved for \$39,964. This project included installation of concrete and removal of grass; installation of a sidewalk and removal of stones.

While district staff was walking the site to confirm the work with the contractor, some additional concrete work was proposed. In one area, a water pipe burst. The pipe was running under concrete to a planter box. In order to repair the water pipe, existing concrete would need to be demolished and then replaced. Instead of completing this repair, district staff determined that the pipe should be capped off and the entire area covered with concrete. This repair results in additional costs of \$9,314.39.

Additionally, student traffic patterns were observed. The students are not traveling through the campus in straight lines. It was noted that flared concrete patterns would more closely follow the traffic patterns of students. The cost of additional concrete is \$6,981.85

Finally, also at the site walk through, it was determined that additional drainage was needed. Due to expected large rainfall in 2016 due to El Nino, additional drains are recommended. the cost of additional drains is \$1,530.00

Financial Impact: Fiscal Impact: \$17,826.24

Funding Source: Measure G Bond

Recommended Motion: Staff recommends approval.

Attachments:



Agenda Item: **13.1. Items for Future Board Meetings**

Attachments:



Agenda Item: **14. Adjournment**

Attachments:

