



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

April 13, 2016

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

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

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

2.0

2.2



Agenda Item: **2.2. Approval of the Agenda**

Attachments:



Regular Board Meeting

4/13/2016 5:00 PM

Office of Student and Family Support Services

3300 Cortez Street

Oxnard, CA 93036

1. Preliminary Business

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

2. Approval of the Agenda

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

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

4. Closed Session

1. 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 Dr. Joel Kirschenstein, District consultant Under negotiation: price and terms of payment

2. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: Five parcels identified by APNs 133-0-042-125 and 133-0-043-015 through 045 located in Oxnard, CA Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating party: Beedy Street Properties, LLC Under negotiation: price and terms of payment

3. Consideration of Student Discipline-Expulsion {Education Code 48918} Stipulated Expulsion Agreement for Student No. 5062164

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. Public Employee Performance Evaluation [Government Code 549587] Staffing 2015/2016 and 2016/2017; Superintendent's Evaluation

5. Reconvene in Open Session

1. Report of Closed Session

6. Presentations/Recognitions

1. Garden Video Presentation

7. Communications

1. Acknowledgement of Correspondence to the Board

2. Board Member Reports

3. Organizational Reports - RTA/CSEA/Other

4. Superintendent Reports

Superintendent Puglisi

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

8. Information

1. Draft Initial Study/Mitigated Negative Declaration Proposed Riverpark West K8 STEAM School

Superintendent Puglisi

2. Business Services Update

Kristen Pifko,
Assistant
Superintendent of
Business Services

3. Educational Services Update

Oscar Hernandez,
Assistant
Superintendent of
Educational Services

4. Grand Canyon Educational Partnership Agreement

Carolyn Bernal

9. Information/Action

1. Approval of Agreement for Bond and Disclosure Counsel Services between the Rio School District and Parker and Covert LLP.

Kristen Pifko,
Assistant
Superintendent of
Business Services

2. Approval of Resolution No. 1516/26 Prescribing the Terms and Authorizing the Issuance of Refunding Bonds of the District; Approving Forms of and authorizing

Kristen Pifko,
Assistant

<p>Execution and Delivery of a Paying Agent Agreement, a Bond Purchase Agreement, a Continuing Disclosure Certificate, and an Official Statement; Authorizing Distribution of the Official Statement and Sale Documents; and Authorizing Execution of Necessary Certificates and Related Actions.</p>	<p>Superintendent of Business Services</p>
<p>3. Approval of Resolution 1516/25 Prescribing the Terms and Authorizing the Sale and Issuance of Certificates of Participation of the District; Approving Forms of and Authorizing Execution and Delivery of a Ground Lease, a Facilities Lease, a Trust Agreement, a Certificate Purchase Agreement, a Continuing Disclosure Certificate, and an Official Statement; Authorizing Distribution of the Official Statement and Sale Documents; and Authorizing Execution of Necessary Certificates and Related Actions.</p>	<p>Kristen Pifko, Assistant Superintendent of Business Services</p>
<p>4. Approval of Resolution No. 1516/24 Prescribing the terms and authorizing the Issuance of Bonds of the District; Approving Forms of and Authorizing Execution and Delivery of a Paying Agent Agreement, A Bond Purchase Agreement, A Continuing Disclosure Certificate, and an Official Statement; Authorizing Distribution of the Official Statement and Sale Documents; and Authorizing Execution of Necessary Certificates and Related Actions.</p>	<p>Kristen Pifko, Assistant Superintendent of Business Services</p>
<p>5. Approval of the revised Contract and Fee Schedule for Architecture for Education</p>	<p>Kristen Pifko, Assistant Superintendent of Business Services</p>
<p>6. 2016/2017 Academic Calendar</p>	<p>Carolyn Bernal, Director of Human Resource</p>
<p>7. Classified Management Job Description - Coordinator 1 - Social Media and Multimedia Specialist</p>	<p>John Puglisi/Carolyn Bernal</p>
<p>8. Approval of Spanish III Course Description</p>	<p>Oscar Hernandez, Assistant Superintendent of Educational Services</p>
<p>9. Memorandum of Understanding with the Boys and Girls Club of Oxnard and Port Hueneme for 2016/2017 to Provide After school Programs</p>	<p>Oscar Hernandez, Assistant Superintendent of Educational Services</p>
<p>10. Consent Agenda</p>	
<p>1. Approval of the Minutes of the Special Board Meeting of March 9, 2016</p>	<p>Superintendent Puglisi</p>
<p>2. Approval of the Minutes of the Regular Board Meeting of March 9, 2016</p>	<p>Superintendent Puglisi</p>
<p>3. Approval of the Donation Report</p>	<p>Superintendent Puglisi</p>
<p>4. Approval for RSD Staff to Attend EdLeader21 NIC STEM 100 Site Visit in Fairfax, Virginia, May 2-4, 2016</p>	<p>Superintendent Puglisi</p>
<p>5. Personnel Report - April 2016</p>	<p>Carolyn Bernal, Director of Human Resource</p>

- | | |
|---|--|
| 6. Authorization of Teaching Assignment-Multiple Subject | Carolyn Bernal,
Director of Human
Resource |
| 7. Spanish Language Arts Course Description | |
| 8. Ratification of the Commercial Warrant Register | Kristen Pifko,
Assistant
Superintendent of
Business Services |
| 9. CSUCI Student Teacher Agreement | Carolyn Bernal,
Director of Human
Resource |
| 10. Approval of the Migrant Debate Team Field Trip to Fresno, CA May 13-16, 2016 | Oscar Hernandez,
Assistant
Superintendent of
Educational Services |
| 11. Approval of Overnight field trip for PBL To Spork or Not to Spork Culminating Activity at Monterey Bay Aquarium | Oscar Hernandez,
Assistant
Superintendent of
Educational Services |
| 12. Approval to Declare Bus No. 1 as Obsolete | Kristen Pifko,
Assistant
Superintendent of
Business Services |
| 13. Approval for RSD Certificated Staff Participation in the Welte Institute for Oaxacan Studies Two Week Mixtec Immersion Program in Oaxaca, Mexico | Superintendent Puglisi |
| 14. Approval to Attend the ISTE Conference, Denver CO, June 25, 2016 | Dr. Mike Vollmert,
Director of
Technology |
| 15. Renewal of Newsela Agreement for 2016/2017 School Year | Oscar Hernandez,
Assistant
Superintendent of
Educational Services |
| 16. Williams Quarterly Complaint Report | Oscar Hernandez |
| 17. Approval to Declare Obsolete Instructional Textbooks | Oscar Hernandez,
Assistant
Superintendent of
Educational Services |
| 18. BrightBytes Early Warning Software Renewal | Dr. Mike Vollmert,
Director of
Technology |
| 19. Approval of Service Agreement between the Rio School District and Luners Production Services to upgrade audio equipment in the Board Room at Office of Student and Family Support Services. | Kristen Pifko,
Assistant
Superintendent of
Business Services |
| 20. Approval of proposal for Color New Co. for exterior painting and repairs at Rio Del Valle Middle School. | Kristen Pifko,
Assistant
Superintendent of
Business Services |
| 21. Extension of the Tetra Tech Contract to perform services to July 30, 2016 for Task 6. | Kristen Pifko,
Assistant
Superintendent of |

22. Proposal for engineering services by AE Group Mechanical Engineers for the HVAC Design at Rio del Norte and Rio Real.

**Business Services
Kristen Pifko,
Assistant
Superintendent of
Business Services**

23. Request for Modification to Prepare Categorical Exemption Documents for Rio School District's Eight Existing Facilities Renovation Project. (Modification No. 5) by Tetra Tech.

**Kristen Pifko,
Assistant
Superintendent of
Business Services**

24. Notice of Completion for the trenching-backfill-AC-concrete portion of the marquee sign repair and replacement at multiple sites by California Electric Company.

**Kristen Pifko,
Assistant
Superintendent of
Business Services**

25. Approval of the Notice of Completion for the work on the courtyard ADA concrete repair at Rio Del Valle Middle School by Hughes General Engineering, Inc.

**Kristen Pifko,
Assistant
Superintendent of
Business Services**

26. Notice of Completion for the electrical services for the marquee sign repair and replacement project at multiple sites by Taft Electric Company

**Kristen Pifko,
Assistant
Superintendent of
Business Services**

11. Organizational Business

- 1. Items for Future Board Meetings**
- 2. Future Meeting Dates: May 11, 2016**

12. Adjournment

3.0



Agenda Item: **3. Public Comment - Closed Session**

Quick Summary / Abstract: The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

Attachments:

4.1



Agenda Item:

4.1. 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 Dr. Joel Kirschenstein, District consultant Under negotiation: price and terms of payment

Attachments:

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Agenda Item:

4.2. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: Five parcels identified by APNs 133-0-042-125 and 133-0-043-015 through 045 located in Oxnard, CA Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating party: Beedy Street Properties, LLC Under negotiation: price and terms of payment

Attachments:

4.4



Agenda Item:

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

Attachments:

4.5



Agenda Item:

4.5. Public Employee Performance Evaluation [Government Code 549587] Staffing 2015/2016 and 2016/2017; Superintendent's Evaluation

Attachments:

7.4



Agenda Item: 7.4. Superintendent Reports

Speaker: Superintendent Puglisi

Rationale: Superintendent Puglisi will provide an update to the Governing Board on the following:

- Master Plan Update
- Attendance Update
- Discipline Update

Attachments:

7.5

Agenda Item: 7.5. Public Comment

**Quick Summary /
Abstract:**

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

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

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

Attachments:

8.1



Agenda Item: 8.1. Draft Initial Study/Mitigated Negative Declaration Proposed Riverpark West K8 STEAM School

Speaker: Superintendent Puglisi

Rationale: This Draft Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared for the Rio School District (RSD or District) by Tetra Tech, Inc. to evaluate whether the proposed RiverPark West K-8 STEAM School would have a significant effect on the environment.

Financial Impact:

Recommended Motion: Information only.

Attachments:
DraftMitigation



Agenda Item: 8.2. Business Services Update

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Kristin Pifko, Assistant Superintendent of Business Services, will provide an update on the following:

- Facilities
- Child Nutrition

Attachments:



- Agenda Item:** 8.3. Educational Services Update
- Speaker:** Oscar Hernandez, Assistant Superintendent of Educational Services
- Rationale:** Oscar Hernandez, Assistant Superintendent of Educational Services, will update the Governing Board on the following:
- ELD
 - RTI
 - Special Education
- Attachments:**

8.4



Agenda Item: 8.4. Grand Canyon Educational Partnership Agreement

Speaker: Carolyn Bernal

Rationale: The Rio School District and Grand Canyon University have entered into an Educational Partnership that will provide benefit both the District and the University.

The District has met with Grand Canyon twice now to discuss different ways to support one another and the partnership is already proving to be a positive and beneficial one to both sides.

This is an information item only.

Recommended Motion: This is for information only.

Attachments:
GrandCanyonAgmt

GRAND CANYON UNIVERSITY™



Participants in Learning, Leading and Serving Agreement – California

By way of this agreement, Rio School District agrees to join Grand Canyon University's Participants in Learning, Leading and Serving (PLLS) program. The purpose of this agreement is to define the relationship between Grand Canyon University (GCU) and signee as it relates to the PLLS membership. All benefits are available at no cost, or at a discounted rate, to members as part of the participant agreement. There is no limit or minimum on the number of benefits a district may utilize, and members are not expected to partake in all benefits to become and remain PLLS members.

BENEFITS AND CONTRIBUTIONS TO PLLS SCHOOLS AND DISTRICTS

1. PLLS members will have access to GCU's EDSOURCE services. Available EDSOURCE opportunities include: Speakers Bureau (motivational speaking and lectures), Professional Development (instruction based on specific subject matter and customized to address specific needs) and Coaching, Mentoring and Consultation (individualized assistance in areas requested).
2. PLLS members will have access to a 10% discount for their faculty and staff, providing savings toward tuition for online undergraduate, graduate or doctoral degree programs through Grand Canyon University. (The PLLS discount cannot be combined with any other institutional scholarship, aid offer or discount.)
3. PLLS members will have access to a 5% discount for spouses of their faculty and staff, providing savings toward tuition for online undergraduate, graduate or doctoral degree programs through Grand Canyon University. (The PLLS discount cannot be combined with any other institutional scholarship, aid offer or discount.)
4. PLLS members will have access to an exclusive 5% discount for their students' parents, providing savings toward tuition and fees for a bachelor's or master's degree through the University's College of Education or a doctoral degree related to the field of Education. Eligible doctoral programs are listed under Teaching and Administration on the "Majors and Programs" tab on the www.gcu.edu website. (The PLLS discount cannot be combined with any other institutional scholarship, aid offer or discount.)
5. Individual courses from GCU's degree programs, along with a portfolio of three-week online continuing education classes, will be offered at a 10% discount to PLLS member faculty and staff. (The PLLS discount cannot be combined with any other institutional scholarship, aid offer or discount.)
6. PLLS members may request cohort programs for continuing education, individual courses and/or master's and doctoral degree programs to be delivered at approved school district locations (upon site approval), at regionally approved GCU sites or online.
7. PLLS members will have access to a catalog of dual enrollment courses for current high school students, offering them an opportunity to reduce the time to complete a bachelor's degree from four years to three. This could reduce college costs by up to 25%.
8. PLLS members will have access to the GCU Online Job Board to post employment opportunities and search for applicants.
9. PLLS members requesting student teaching/practicum placements of GCU teacher candidates will receive priority. It's suggested that the signee submit an official affiliation agreement to GCU through a University Development Representative or GCU Teacher Placement Specialist. See attached GCU addendum, otherwise the signee may submit a standard affiliation agreement form.

GRAND CANYON UNIVERSITY™



10. PLLS members may have access to GCU staff to make presentations to parents and teachers regarding GCU degree programs.
11. PLLS members will receive priority communication and involvement in GCU-sponsored initiatives and programs that benefit students, staff and school communities.
12. PLLS members will be consulted and called upon as valued advisors as higher education programs are developed, projects are developed and representatives are needed.
13. PLLS members will be featured on GCU's website along with a link to their district website.
14. PLLS members will have the opportunity to participate in coordinated PR and marketing efforts using provided GCU branded and approved marketing materials. The GCU marketing staff will review any materials designed by member-schools.
15. Other school/district benefits may be available as mutually agreed upon by both parties.

PLLS SCHOOL AND DISTRICT CONTRIBUTIONS TO GCU

1. PLLS members will promote information regarding GCU degree programs to faculty, staff and parents via the appropriate communication method (i.e. email; informational meetings, district events and school visits with GCU representatives; school bulletin; website, etc.).
2. PLLS members will host college preparation opportunities for high school students (if applicable) during the fall and spring semesters at each high school.
3. PLLS members will utilize GCU branded and approved materials when promoting GCU programs and/or seek approval from GCU to use customized materials for print, email and websites.
4. PLLS members may make GCU dual enrollment courses available to students (if applicable).
5. PLLS members will verify teacher and parent eligibility for scholarships and benefits, and will certify eligibility of all applicants to GCU.
6. PLLS members will distribute the one-page, digital PLLS Benefits Guide to all employees to announce the program and share information about the benefits.
7. PLLS members will distribute GCU newsletters (2-4 times per year) and mutually agreed-upon communications through district contacts via email.
8. PLLS members will include GCU on their district's website and/or further communications pieces in which educational relationships are designated.

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The undersigned agrees to the conditions of the P.L.S. membership, which is effective upon signing and will continue on an ongoing basis. The district administrator will be informed of any changes that may occur to the participant agreement via email, with a request for confirmation of receipt. Both GCU and the P.L.S. participant district reserve the right to dissolve the relationship at any time should it not align with either party's mission or goals. The acting party should present the termination of participation by way of written notice. If the agreement is cancelled, individuals who are continuously enrolled in a degree program at GCU will continue to receive the financial discount initiated by the participant agreement throughout the course of their program.

Bio School District

School Name

Carolyn Bernal / Carolyn Bernal

School Administrator (Signature/Print Name)

3/22/2016

Date

(805) 485-3111

Phone Number

cbernal@bioschools.org

Email Address

2500 E. Vineyard Ave

School Address

Oxnard / CA / 93036

City/State/Zip Code

GCU Senior Vice President, Strategic Educational Alliances

Date



Agenda Item: 9.1. Approval of Agreement for Bond and Disclosure Counsel Services between the Rio School District and Parker and Covert LLP.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: The District is evaluating the issuance of a series of new general obligation bonds and refunding bonds along with the issuance of a series of refunding certificates of participation.

Financial Impact: Financial Impact: NTE \$50,000.00

Funding Source: Measure G Bond

Recommended Motion: Staff recommends the approval of the Agreement for Bond and Disclosure Counsel Services with Parker and Covert LLP.

Attachments:
Parker & Covert Agreement

AGREEMENT FOR BOND AND DISCLOSURE COUNSEL SERVICES

THIS AGREEMENT ("Agreement") for Bond and Disclosure Counsel Services is made and entered into this ____ day of April 2016 by and between Parker & Covert LLP (hereinafter "Counsel"), and the Rio School District (hereinafter "District"). Counsel and District are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, the District is evaluating the issuance of a series of new general obligation bonds and refunding bonds along with the issuance of a series of refunding certificates of participation;

WHEREAS, the District is further evaluating the issuance of a series of special tax bonds through its Community Facilities District No. 1 ("CFD 1"); and

WHEREAS, the District seeks to retain counsel for various services relating to the general obligation bonds, certificates of participation and special tax bonds referred to above.

NOW THEREFORE, the Parties hereby agree as follows:

1. **Scope of Services.** The District retains Counsel under this Agreement to provide bond and disclosure counsel services relating to the possible authorization, issuance, and sale of its 2016 general obligation bonds and refunding bonds ("2016 GO Bonds") and its 2016 refunding certificates of participation ("2016 Certificates"), along with bond counsel services in regard to its 2016 CFD 1 bonds. All such transactions are collectively referred to herein as the "Bonds." In particular, Counsel will:

(a) Confer with District's representatives and other consultants (including, but not limited to, District's additional legal counsel, financing advisor(s), and underwriter(s)) as necessary regarding the structure, authorization, issuance and sale of the Bonds; and any other related issues;

(b) Prepare both preliminary and final official statements for the District's proposed 2016 GO Bonds and 2016 Certificates;

(c) Prepare a calendar of events that sets forth the actions required for the authorization, sale, and issuance of the Bonds;

(d) Prepare or review any documents prepared by other parties in the proceedings for compliance with applicable law;

(e) Prepare for and attend such meetings of District's governing board as deemed necessary for the proper conduct of the proceedings;

(f) Prepare a paying agent agreement (or similar issuance document) and all other legal documents necessary for the authorization, issuance, and sale of the Bonds;

(g) Assist the District in obtaining any necessary governmental approvals for the authorization, issuance and sale of the Bonds;

(h) Assist the District in securing investment ratings for the Bonds;

(i) Prepare typewritten Bond documents;

(j) Prepare the bond purchase contract pursuant to which the Bonds will be sold to the underwriter and the requisite continuing disclosure certificate of District in order to facilitate the underwriter's compliance with SEC Rule 15c2-12;

(k) Prepare and deliver to each participant in the financing a complete transcript of the proceedings for the authorization, issuance, and sale of the Bonds;

(l) Prepare a comprehensive closing memorandum and prepare and arrange the execution and delivery of a receipt for the Bonds, a receipt for the proceeds of the Bonds, signature certificates, an arbitrage/rebate certificate and associated certificates of underwriter and insurer (if any), Form 8038-G, DTC Letter of Representations, CDIAAC report of final sale, forms of opinions of other counsel, and all other necessary closing certificates and documents;

(m) Upon due and proper completion of the proceedings to satisfaction of Counsel, deliver a final approving opinion confirming the validity of the Bonds and opinions that interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes, under existing statutes, regulations, rulings, and court decisions;

(n) In the context of the District's CFD 1 bonds, assuming completion of the preliminary and final official statements in form acceptable to Counsel, deliver a letter addressed to District with respect to the Bonds to the effect that, in the course of Counsel's participation in the preparation of the official statement for the financing, nothing came to the attention of those attorneys rendering legal services to District that caused Counsel to believe that such official statements as of its date and as of the date of the letter (except for financial data or forecasts, estimates, assumptions, or expressions of opinion, or any information regarding The Depository Trust Company or any credit enhancer) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statement therein, in the light of the circumstances under which they were made, not misleading; and

(o) Any services incidental to the Bond Counsel services.

2. Services Outside the Scope of this Agreement. Counsel's duties in this Agreement are limited to those set forth in Paragraph 1. Among other things, Counsel has not undertaken to do any of the following under this Agreement:

(a) Perform an independent investigation to determine the accuracy, completeness, or sufficiency of the official statement or other disclosure document;

(b) Conduct any investigation regarding the qualification for sale of Bonds in any jurisdiction, provided that Counsel will coordinate with the underwriter regarding any

statements requested to be added to the official statements so that the Bonds may be sold in particular jurisdictions;

(c) Render services in connection with compliance by District after the closing with the covenants contained in the bond documents, including without limitation, the calculation of any arbitrage rebate liability District may have and preparation of any annual reports or material events notices required pursuant to District's continuing disclosure undertaking;

(d) Render services in connection with the establishment of a citizens' oversight committee; or

(e) Render services with respect to any litigation concerning the financing of the Bonds.

If District requests Counsel to provide any such services, compensation therefor shall be agreed upon in advance by the Parties and may be made and calculated at Counsel's hourly rate schedule for the type of services requested (either public finance or litigation) in effect at the time such services are rendered.

3. **Commencement of Services.** Counsel's obligation to provide legal services under this Agreement shall commence upon Counsel's receipt of a copy of this Agreement signed and dated by District.

4. **Completion of Services.** Counsel's representation of District with respect to a series of Bonds will be concluded upon issuance of such series. Nevertheless, subsequent to issuance of a series of Bonds, Counsel will file the Internal Revenue Service Form 8038-G and will prepare and distribute to the participants in the transaction a transcript of the proceedings.

5. **Duties of Counsel and District.**

(a) **Duties of Counsel.** Counsel shall provide those legal services reasonably required to represent District in the matters described in Paragraph 1 of this Agreement. Counsel shall also take reasonable steps to keep District informed of significant developments and to respond to District's inquiries. While one attorney at Counsel may be primarily responsible for completing the work that is within the scope of this Agreement, that attorney may also delegate work to other attorneys, paralegals, law clerks, and office personnel within Counsel when it is determined that such delegation is appropriate in representation of District's interests. If District so requests, District will be notified prior to any delegation and a decision will be made in consultation with District.

(b) **Duties of District.** District shall timely communicate with Counsel; be truthful with Counsel in all communications; make all reasonable efforts to cooperate with Counsel (including making all reasonable efforts to timely provide any information that Counsel requests in order to carry out its duties under this Agreement); keep Counsel informed of developments pertaining to the Bonds; perform the obligations District has agreed to perform under this Agreement; and pay all monies due to Counsel in a timely manner.

6. **Disclaimer of Guarantee.** By signing this Agreement, District acknowledges that Counsel has made no promises or guarantees to District about the outcome of District's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. **Fees and Expenses.**

(a) **2016 GO Bonds.** Counsel's fees as bond counsel for services described above in Paragraph 1 for the 2016 GO Bonds and Refunding Bonds shall be in the amount of twenty-seven thousand dollars. Counsel's fees as disclosure counsel shall be in the amount of twenty-six thousand dollars. Counsel shall be entitled to be compensated for its expenses associated with the financing in an amount not to exceed eight hundred dollars.

(b) **2016 Certificates.** Counsel's fees as bond counsel for services described above in Paragraph 1 for the 2016 Certificates shall be in the amount of forty-two thousand dollars. Counsel's fees as disclosure counsel shall be in the amount of thirty-eight thousand dollars. Counsel shall be entitled to be compensated for its expenses associated with the financing in an amount not to exceed eight hundred dollars.

(c) **2016 CFD 1 Bonds.** Counsel's fees for bond counsel services described above in Paragraph 1 for the CFD 1 Bonds shall be in the amount of forty-eight thousand dollars. Counsel shall be entitled to be compensated for its expenses associated with the financing in an amount not to exceed eight hundred dollars.

(d) **Payment of Compensation.** The compensation provided for under subparagraphs (a), (b), and (c) shall be contingent upon the issuance and delivery of the Bonds, and shall be payable solely from the proceeds of Bonds issued and at the time of issuance of the Bonds.

8. **Legal Action Upon Default.** If District does not pay the balance when due or breaches any other terms of this Agreement, Counsel may commence any legal action for collection of the balance due. District and Counsel agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. District and Counsel agree that the jurisdiction and venue for such proceedings shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. **Arbitration of Fee Dispute.** If a dispute arises between Counsel and District regarding Counsel's fees or costs under this Agreement and Counsel files suit in any court, or begins an arbitration proceeding other than through the State Bar or the local bar association within the jurisdiction of the District under Business and Professions Code sections 6200-6206, District will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association within the jurisdiction of the District under Business and Professions Code sections 6200-6206, in which event Counsel must submit the matter to that arbitrator.

10. **Notices.** All notices, letters, and other communications authorized or required by this Agreement shall be considered transmitted, served, and effective for all purposes on the date

that they are reduced to writing, deposited in the United States first class mail, postage prepaid, and addressed as follows:

To District:

Rio School District
2500 E. Vineyard Avenue, Suite #100
Oxnard, California 93036
Attention: Superintendent

To Parker & Covert:

Parker & Covert LLP
2520 Venture Oaks Way, Suite 190
Sacramento, California 95833
Attention: Addison Covert

11. **District Files.** At District's request, upon the termination of services under this Agreement, Counsel will promptly release all of District's papers and property to District (subject to any applicable protective orders or non-disclosure agreements).

12. **Destruction of District File.** If District does not request the return of its papers and property upon the termination of services under this Agreement, Counsel will retain District's file for seven (7) years from the date of issuance of the most recently issued series of Bonds, after which time Counsel may have District's file destroyed. District acknowledges that it will not be notified prior to destruction of its papers and property, and consents to the same. The District must make separate arrangements with Counsel in order to have its file maintained beyond seven (7) years after District's matter is concluded.

13. **Termination.** This Agreement may be terminated by District or Counsel, or modified by mutual consent, at any time upon thirty (30) days' written notice. If District terminates this Agreement prior to the issuance of any series of Bonds, other than for reasonable cause, Counsel shall be compensated in accordance with Paragraph 7(c) above. Counsel and District each agree to sign any documents reasonably necessary to complete Counsel's discharge or withdrawal in an amount that recognizes the level of work completed to the date of termination.

14. **Assignment.** This Agreement is not assignable by Counsel without the prior written consent of District.

15. **Modification by Subsequent Agreement.** This Agreement may be modified only by a written instrument signed by both Parties.

16. **Termination of Prior Agreement.** By approving and entering into this Agreement, the District hereby terminates its preexisting agreement with the law firm of Kronick, Moskovitz, Tiedemann & Girard, relating to the same subject matter as is provided for herein. The Superintendent is authorized to take such action as is deemed necessary to accommodate such termination.

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

District:

RIO SCHOOL DISTRICT
a political subdivision of the State of California

By: _____

Parker & Covert:

PARKER & COVERT LLP

By: *P. Covert*



Agenda Item: **9.2. Approval of Resolution No. 1516/26 Prescribing the Terms and Authorizing the Issuance of Refunding Bonds of the District; Approving Forms of and authorizing Execution and Delivery of a Paying Agent Agreement, a Bond Purchase Agreement, a Continuing Disclosure Certificate, and an Official Statement; Authorizing Distribution of the Official Statement and Sale Documents; and Authorizing Execution of Necessary Certificates and Related Actions.**

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: This item involves the issuance of refunding bonds to refund a prior District bond issue to achieve savings.

By way of background, the Board on April 19, 2007 authorized the issuance of its 2007 General Obligation Bonds (“the Prior Bonds”) which were issued to refund certain prior District bonds.

In consultation with the District's financing team, District staff has determined that it is in the best financial interests of the District to refinance the Prior Bonds at lower overall interest rates to obtain a cost savings for the District and its taxpayers. The refinancing of the Prior Bonds will be accomplished with funds obtained from the sale of the District's 2016 General Obligation Refunding Bonds in an amount not to exceed \$12,500,000.

District staff and the District's financing team have prepared District Resolution No. 1516/26 and compiled initial drafts of the following documents necessary to issue the Refunding Bonds.

1. Paying Agent Agreement
2. Escrow Agreement
3. Continuing Disclosure Certificate
4. Bond Purchase Agreement
5. Preliminary Official Statement

At this time the Board is being asked to review the draft documents and to provide any comments the Board may have. The Board is requested to approve the resolution authorizing the sale and issuance of the Refunding Bonds, as well as to approve in substantially final form, the other documents necessary to issue the Refunding Bonds.

Proceeds generated by the Refunding Bonds will be used to (i) refund the Prior Bonds and to obtain a cost savings for the District and its taxpayers, and (ii) pay for certain costs of issuance.

The District's financing team will make a brief presentation at the Board's April 13, 2016 meeting describing the proposed refunding bond issue.



Financial Impact: Decreased expense to district taxpayers due to reduced interest costs

Recommended Motion: Staff recommends approval and adoption of the resolution.

Attachments:

Refunding Bonds

Escrow Agreement

Refunding Continuing Disclosure

Paying Agent Agreement

Resolution No. 1516/26

Staff Report

Official Statement

RESOLUTION NO. 1516/26

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO ELEMENTARY SCHOOL DISTRICT
PRESCRIBING THE TERMS AND AUTHORIZING THE ISSUANCE OF
REFUNDING BONDS OF THE DISTRICT; APPROVING FORMS OF AND
AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT
AGREEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE
CERTIFICATE, AND AN OFFICIAL STATEMENT; AUTHORIZING DISTRIBUTION
OF THE OFFICIAL STATEMENT AND SALE DOCUMENTS; AND AUTHORIZING
EXECUTION OF NECESSARY CERTIFICATES AND RELATED ACTIONS**

WHEREAS, the Board issued its Rio Elementary School District, Ventura County, California, 2007 General Obligation Refunding Bonds, pursuant to Resolution No. 0607/08, adopted April 19, 2007 (the "Prior Bonds");

WHEREAS, prudent management of the fiscal affairs of the District requires that the District now issue refunding bonds under the provisions of Article 9 (Sections 53550 and following) and Article 11 (Sections 53580 and following) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Refunding Bonds") to advance refund the outstanding current interest Prior Bonds that mature on and after August 1, 2018 (the "Refunded Prior Bonds"), provided that a sufficient level of present value savings may be achieved by doing so;

WHEREAS, it appears to the Board that the total net interest cost to maturity plus the principal amount of the Refunding Bonds (plus any costs of issuance not funded from proceeds of the Refunding Bonds) will not exceed the total net interest cost to maturity plus the principal amount of the Refunded Prior Bonds, which, pursuant to California Government Code Sections 53552 and 53556, will permit the Board to issue the Refunding Bonds without another vote of the electorate;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of the Refunding Bonds of the District; and

WHEREAS, the indebtedness of the District, including the proposed issuance of the Refunding Bonds, is within all limits prescribed by law;

NOW, THEREFORE, be it resolved by the Board as follows:

Section 1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Refunding Bonds; Issue Authorized. The Board hereby authorizes the issuance of the Refunding Bonds in an aggregate principal amount not to exceed \$12,500,000;

provided that the total net interest cost to maturity plus the principal amount of the Refunding Bonds (plus any costs of issuance not funded from proceeds of the Refunding Bonds) does not exceed the total net interest cost to maturity plus the principal amount of the Refunded Prior Bonds, and further provided that the Superintendent or the Assistant Superintendent of Business Services has determined that the refunding of the Refunded Prior Bonds produces net present value savings of at least 5.5% of the par amount of the Refunded Prior Bonds (or such higher amount of savings as they may require).

Section 3. Approval of Paying Agent Agreement. The Board hereby approves the form of the Paying Agent Agreement (the "Paying Agent Agreement") between the District and U.S. Bank National Association (the "Paying Agent"), as presented to this meeting and on file with the Clerk of the Board. The President and Clerk of the Board, the Superintendent, and the Assistant Superintendent of Business Services (the "Designated Officers"), or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Paying Agent, the Paying Agent Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Paying Agent Agreement, with the advice of Parker & Covert LLP ("Bond Counsel"), may require or approve. The execution of the Paying Agent Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Refunding Bonds shall be as provided in the Paying Agent Agreement, as finally executed.

Section 4. Approval of Method of Sale and Bond Purchase Agreement. The Board hereby approves the form of the Bond Purchase Agreement(s) (the "Bond Purchase Agreement") between the District and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), as presented at this meeting and on file with the Clerk of the Board. The Board hereby further authorizes the sale of the Refunding Bonds to the Underwriter, pursuant to the Bond Purchase Agreement. The Board hereby determines that the sale of the Refunding Bonds by negotiation will result in an overall lower cost to the District. The Designated Officers are hereby authorized and directed to negotiate with the Underwriter the final terms of the sale and its timing. Such terms shall provide that (a) the Underwriter's discount shall be 0.75% of the par amount of the Refunding Bonds; (b) the maximum true interest cost on the Refunding Bonds shall not exceed the maximum interest rate permitted by law; and (c) the final maturity of the Refunding Bonds shall not extend beyond August 1, 2029.

Section 5. Approval of Continuing Disclosure Certificate. The Board hereby approves the form of the Continuing Disclosure Certificate relating to the Refunding Bonds (the "Continuing Disclosure Certificate"), as presented to this meeting and on file with the Clerk of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Continuing Disclosure Certificate in substantially that form, with such changes therein as the Designated Officer or Officers executing the Continuing Disclosure Certificate, with the advice of Bond Counsel, may require or approve. The execution of the Continuing Disclosure Certificate by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

Section 6. Official Statement. The Board hereby approves the form of the Preliminary Official Statement relating to the Refunding Bonds (the "Preliminary Official Statement"), with such additions, changes, and deletions as permitted hereunder and under applicable law (the "Official Statement"), presented to this meeting and on file with the Clerk of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized and directed to execute the Official Statement in substantially that form, with such changes as the Designated Officer or Officers, upon the advice of Isom Advisors, a Division of Urban Futures, Inc. (the "Financial Advisor") may require or approve. The execution of the Official Statement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The Board hereby authorizes and directs the Underwriter to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds, and authorizes and directs the Underwriter to deliver copies of the final Official Statement to all purchasers of the Refunding Bonds. The Board hereby authorizes and directs the Designated Officer or Officers to deliver to the Underwriter certification to the effect that the Board deems the Preliminary Official Statement, with such changes approved by the Designated Officer or Officers, to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Section 7. Approval of Escrow Agreement. The Board hereby approves the form of the Escrow Agreement providing for the deposit of funds sufficient to refund the Refunded Prior Bonds (the "Escrow Agreement"), as presented to this meeting and on file with the Clerk of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Escrow Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Escrow Agreement, with the advice of Bond Counsel, may require or approve. The execution of the Escrow Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

Section 8. Valid Obligations. The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid, and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit of the District are hereby pledged for the timely payment of the principal and interest on the Refunding Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds.

Section 9. Paying Agent's Fees. In accordance with Education Code section 15232, the District hereby requests the Board of Supervisors of the County of Ventura to include within the annual tax levy for the Refunding Bonds the fees and expenses payable to the Paying Agent.

Section 10. Identification of Professionals Involved. The Board hereby approves the firm of Isom Advisors, a Division of Urban Futures, Incorporated, to act as financial advisor;

U.S. Bank National Association to act as Paying Agent; the firm of Sage Institute to act as District Advisor; and the firm of Parker & Covert LLP to act as bond counsel and disclosure counsel to the District, with respect to the sale and delivery of the Refunding Bonds.

Section 11. Authorization of Officers to Execute Documents. The Board hereby authorizes and directs the Designated Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable, including to apply for and purchase a municipal bond insurance policy, in order to complete the sale, issuance, and delivery of the Refunding Bonds, and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 12. Effective Date. This Resolution shall take effect immediately upon its passage.

[Signature Page Follows]

APPROVED, PASSED, AND ADOPTED on April 13, 2016, by the Rio Elementary School District Board of Trustees, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

RIO ELEMENTARY SCHOOL DISTRICT

By: _____

Eleanor Torres
President of the Board of Trustees

ATTEST:

By: _____

Joe Esquivel
Clerk of the Board of Trustees

9.3



Agenda Item:

9.3. Approval of Resolution 1516/25 Prescribing the Terms and Authorizing the Sale and Issuance of Certificates of Participation of the District; Approving Forms of and Authorizing Execution and Delivery of a Ground Lease, a Facilities Lease, a Trust Agreement, a Certificate Purchase Agreement, a Continuing Disclosure Certificate, and an Official Statement; Authorizing Distribution of the Official Statement and Sale Documents; and Authorizing Execution of Necessary Certificates and Related Actions.

Rationale:

In consultation with the District's financing team, District staff has determined that it is in the best financial interests of the District to issue and sell the Rio School District 2016 Refunding Certificates of Participation (the "Certificates" or "COPs") in a principal amount not to exceed \$8,000,000. The Certificates will be issued to refund the District's prior 2007 certificates issued by the District and thereby achieve cost savings for the District.

The COP financing will be accomplished by the Public Property Financing Corporation of California (the "Corporation") entering into a Ground Lease with the District and then subleasing such property back to the District pursuant to a Facilities Lease between the Corporation and the District. The District will be obligated to make rental payments to the Corporation under such Facilities Lease. The Corporation will assign its rights to receive the rental payments to a trustee pursuant to a Trust Agreement between the District, the Corporation and the trustee. The District will receive proceeds from the sale of the 2016 COPs to refinance at a lower rate of interest the District's 2007 Certificates, and the trustee will use the rental payments to pay the debt service on the 2016 COPs.

The District's intended sources of funds to repay the Certificates are the General Fund and proceeds from the prior sale of surplus property.

District staff and the District's financing team have prepared District Resolution No. 1516/25 along with drafts of the following documents necessary to issue the Certificates:

1. Ground Lease
2. Facilities Lease
3. Trust Agreement
4. Certificate Purchase Agreement
5. Preliminary Official Statement
6. Continuing Disclosure Certificate
7. Escrow Agreement
8. Termination Agreement

At this time the Board is being asked to approve the resolution authorizing the sale and issuance of the Certificates, as well as to approve, in substantially final form, the other documents identified above that are necessary to issue the Certificates.

Once approved, staff will move forward with the issuance of the 2016 Refunding



Certificates to refund at a lower rate of interest the District's prior 2007 Certificates.

Financial Impact: Decreased expense of at least \$50,000 per year in COP payments

Funding Source: General Fund

Recommended Motion: Staff recommends approval and adoption of the resolution.

Attachments:

- Purchase Agreement
- Continuing Disclosure Certificate
- Resolution No. 1516/25
- Escrow Agreement
- Facilities Lease
- Ground Lease
- Termination Agreement
- Trust Agreement
- Refunding COP's
- Staff Report

RESOLUTION NO. 1516/25

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO ELEMENTARY SCHOOL DISTRICT
PRESCRIBING THE TERMS AND AUTHORIZING THE SALE AND ISSUANCE
OF REFUNDING CERTIFICATES OF PARTICIPATION OF THE DISTRICT;
APPROVING FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF
A GROUND LEASE, A FACILITIES LEASE, A TRUST AGREEMENT,
A CERTIFICATE PURCHASE AGREEMENT, A CONTINUING DISCLOSURE
CERTIFICATE, AN ESCROW AGREEMENT, A TERMINATION AGREEMENT, AND
AN OFFICIAL STATEMENT; AUTHORIZING DISTRIBUTION OF THE OFFICIAL
STATEMENT AND SALE DOCUMENTS; AND AUTHORIZING EXECUTION OF
NECESSARY CERTIFICATES AND RELATED ACTIONS**

WHEREAS, the Rio Elementary School District, a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "District"), is authorized under provisions of the Constitution and laws of the State of California to lease and lease back real property in order to finance capital projects as the District may determine is necessary or proper;

WHEREAS, the District's Board of Trustees (the "Board") now desires to refinance the construction of the Rio Rosales Elementary School and other District facilities (the "Project") by refunding its Certificates of Participation, (2007 Financing Project) (the "2007 Certificates of Participation") through the execution, sale, and delivery of certificates of participation;

WHEREAS, the following documents and proposed agreements relating to the execution and delivery of the Rio Elementary School District, 2016 Refunding Certificates of Participation (the "Certificates"), which are incorporated herein by reference, have been presented to the Board for its review and approval:

A. a ground lease (the "Ground Lease") between the District, as lessor, and the Public Property Financing Corporation of California (the "Corporation"), as lessee, whereby the District will lease to the Corporation certain identified real property (the "Leased Property");

B. a facilities lease (the "Facilities Lease") between the Corporation, as lessor, and the District, as lessee, whereby the Corporation will sublease the Leased Property to the District;

C. a trust agreement (the "Trust Agreement") between U.S. Bank National Association, as trustee (the "Trustee"), the Corporation, and the District that provides for the execution and delivery of the Certificates, which represent interests in the rental payments to be made by the District under the Facilities Lease, the proceeds of the sale of which will be used to refinance the Project;

D. a purchase agreement (the "Certificate Purchase Agreement") between the District and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), whereby the

Underwriter will agree to purchase the Certificates when and as executed and delivered by the Trustee;

E. an official statement (the "Official Statement") describing the Certificates and the security for their repayment;

F. a continuing disclosure certificate (the "Continuing Disclosure Certificate"), whereby the District undertakes to provide annual reports and material events notices as required under federal securities laws;

G. an escrow agreement (the "Escrow Agreement") between U.S. Bank National Association, as escrow agent, and the District, which provides for the deposit of funds sufficient to refund the 2007 Certificates of Participation; and

H. a termination agreement (the "Termination Agreement") among the District, the California School Boards Association Finance Corporation, and U.S. Bank National Association, as the prior trustee, terminating the lease documents and the trust agreement relating to the 2007 Certificates of Participation;

WHEREAS, pursuant to Education Code section 17150.1, the Superintendent provided the necessary notices to the county superintendent of schools and the county auditor thirty days in advance of this meeting; and

WHEREAS, it appears to the Board that the authorization, approval, execution, and delivery of the agreements and documents described above, or contemplated thereby or incidental thereto, and the execution and delivery of the Certificates in accordance with the Trust Agreement, are desirable and in the best interests of the District;

NOW, THEREFORE, BE IT RESOLVED, by the Board as follows:

Section 1 **Recitals.** The Board finds and determines that all of the above recitals are true and correct.

Section 2 **Authorization of Officers to Execute and Deliver Documents.** The Board hereby authorizes and directs the President and the Clerk of the Board, and the Superintendent and the Assistant Superintendent of Business Services of the District (the "Designated Officers"), or their designees, and each of them individually, for and in the name of and on behalf of the District, to approve, execute, and deliver the following agreements and documents:

- A. the Ground Lease;
- B. the Facilities Lease;
- C. the Trust Agreement;
- D. the Certificate Purchase Agreement;
- E. the Official Statement;
- F. the Continuing Disclosure Certificate,

- G. the Escrow Agreement; and
- H. the Termination Agreement

in substantially the form presented to this meeting, which agreements and documents are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the Designated Officer or Officers executing such agreements or documents. The execution of the foregoing by any of the Designated Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements and documents presented to this meeting. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Certificates and provisions relating to municipal bond insurance (if applicable), shall be as provided in the Trust Agreement and the Facilities Lease as finally executed.

Section 3 Authorization of Sale. The Board hereby authorizes the sale of not to exceed \$8,000,000 principal amount of Certificates. The Superintendent, and/or the Assistant Superintendent of Business Services, and each of them individually, are hereby authorized and directed to negotiate with the Underwriter the final terms of the sale and its timing and to take such other actions as they deem advisable to mitigate interest rate risk and lower the total cost of the financing. The Board hereby determines that total Underwriter's compensation shall not exceed one percent (1%) of the par amount of the Certificates, that maximum interest rate applicable to the Certificates shall not exceed the maximum permitted by law, and the average annual gross savings to be achieved by the District through this refunding shall be at least \$50,000.

Section 4 Distribution of Official Statement. The Board hereby authorizes and directs the Underwriter to distribute copies of the Official Statement in preliminary form to persons who may be interested in the purchase of the Certificates, and to deliver copies of the final Official Statement to all purchasers of the Certificates. The Board hereby authorizes and directs the Superintendent and the Assistant Superintendent of Business Services, or either of them, to deliver to the Underwriter a certificate to the effect that the District deems the preliminary Official Statement, in the form approved by the Superintendent, to be final and complete as of its date.

Section 5 Professionals Involved. The Board hereby approves the firm of Isom Advisors, a Division of Urban Futures, Incorporated, to act as Financial Advisor. The Board hereby approves the law firm of Parker & Covert LLP to serve as special counsel and disclosure counsel to the District with respect to the Certificates, in accordance with the agreement for services on file with the Clerk of the Board.

Section 6 General Authorization. The Designated Officers and other officers of the District, and each of them individually, are hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver any and all documents, to do any and all things, and take any and all actions that may be necessary or advisable, in their discretion, including to apply for and purchase a municipal bond insurance policy and/or a debt service reserve insurance policy, in order to consummate the sale, execution, and delivery of the

Certificates and to effect the purposes of this resolution. All actions heretofore taken by officers, employees, and agents of the District that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

Section 7 Effective Date. This resolution shall take effect immediately upon its adoption.

[Signature Page Follows]

APPROVED, PASSED, AND ADOPTED on April 13, 2016, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

RIO ELEMENTARY SCHOOL DISTRICT

By: _____
Eleanor Torres
President of the Board of Trustees

ATTEST:

By: _____
Joe Esquivel
Clerk of the Board of Trustees

9.4



Agenda Item: 9.4. Approval of Resolution No. 1516/24 Prescribing the terms and authorizing the Issuance of Bonds of the District; Approving Forms of and Authorizing Execution and Delivery of a Paying Agent Agreement, A Bond Purchase Agreement, A Continuing Disclosure Certificate, and an Official Statement; Authorizing Distribution of the Official Statement and Sale Documents; and Authorizing Execution of Necessary Certificates and Related Actions.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Following the District's successful 2014 General Obligation Bond Election, the District issued its first series of bonds to fund District facility needs. It is now necessary to issue a second and final series of bonds to provide funds to continue with the District's ongoing facility needs. This second series of bonds, to be known as the "Series B Bonds" will be issued in the aggregate principal amount not to exceed \$18,500,000.

In consultation with the District's financing team, District Staff has determined that it is in the best financial interests of the District to issue and sell the Series B Bonds.

District staff and the District's financing team have prepared District Resolution No. 1516/24 and compiled initial drafts of the following documents necessary to issue the Series B Bonds.

1. Paying Agent Agreement
2. Continuing Disclosure Certificate
3. Bond Purchase Agreement
4. Preliminary Official Statement

At this time, the Board is being asked to review the draft documents and to provide any comments the Board may have. The Board is requested to approve the resolution authorizing the sale and issuance of the Series B Bonds, as well as to approve in substantially final form, the other documents necessary to issue the Series B Bonds.

Proceeds generated by the Series B Bonds will be used to (i) fund additional District facility improvements and (ii) pay for certain costs of issuance.

The District's financing team will make a brief presentation at the Board's April 13, 2016 meeting describing the proposed bond issue.

Financial Impact: \$18,000,000 revenue to Measure G Bond fund



Recommended Motion: Staff recommends approval and adoption of the Resolution.

Attachments:
Continuing Disclosure Certificate
Paying Agent Agreement
Resolution 1516/24
Preliminary Official Statement
Purchase Contract
Staff Report

RESOLUTION NO. 1516/24

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO ELEMENTARY SCHOOL DISTRICT
PRESCRIBING THE TERMS AND AUTHORIZING THE ISSUANCE OF BONDS OF
THE DISTRICT; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND
DELIVERY OF A PAYING AGENT AGREEMENT, A BOND PURCHASE
AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AND AN OFFICIAL
STATEMENT; AUTHORIZING DISTRIBUTION OF THE OFFICIAL STATEMENT
AND SALE DOCUMENTS; AND AUTHORIZING EXECUTION OF NECESSARY
CERTIFICATES AND RELATED ACTIONS**

WHEREAS, pursuant to California Education Code sections 5304, 5322 and 15264 *et seq.*, Article XIII A, Section 1(b), and Article XVI, Section 18(b), of the California Constitution, the Board of Trustees (the "Board") of the Rio Elementary School District (the "District") adopted its Resolution No. 1314/16 on June 11, 2014, and reconfirmed the resolution on June 17, 2014 (the "Election Resolution"), ordering a school bond election, which was then regularly held in the District on November 4, 2014 (the "2014 Election");

WHEREAS, the measure for incurring bonded indebtedness, which was fully described in the Election Resolution, was submitted to the voters at the election and abbreviated on the ballot as follows:

MEASURE G: To improve the quality of education; modernize outdated classrooms and facilities; make health and safety improvements; improve student access to computers and technology; construct new classrooms and new school facilities to reduce severe student overcrowding; and upgrade inadequate electrical and plumbing systems; shall the Rio Elementary School District issue \$38,500,000 of bonds at legal interest rates, have an independent citizens' oversight committee and have NO money used for administrative salaries or be taken by the state?

WHEREAS, the returns of the election were thereafter canvassed pursuant to law and the Certificate of Election received from the Registrar of Voters of the County of Ventura authenticated that more than 55% (the amount required for passage) of the votes cast were in favor of issuing the general obligation bonds (the "Bonds");

WHEREAS, on June 4, 2015 the District issued the first series of the Bonds authorized by the electors, designated as the "Rio Elementary School District, Ventura County, California General Obligation Bonds, Election of 2014, Series A" (the "Series A Bonds"), in an aggregate principal amount of \$20,000,000;

WHEREAS, the Board has determined that it is now necessary and desirable to issue a second series of the Bonds authorized by the electors in an aggregate principal amount not to exceed \$18,500,000 to be designated as the “Rio Elementary School District, Ventura County, California General Obligation Bonds, Election of 2014, Series B” (the “Series B Bonds”) to finance the acquisition, construction, and improvement of school facilities according to the terms and in the manner hereinafter set forth;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of the Series B Bonds of the District; and

WHEREAS, the indebtedness of the District, including the proposed issuance of the Series B Bonds, is within all limits prescribed by law;

NOW, THEREFORE, be it resolved by the Board as follows:

Section 1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Series B Bonds; Issue Authorized. The Board hereby authorizes the issuance of the Series B Bonds in an aggregate principal amount not to exceed \$18,500,000. The estimated costs of issuance of the Series B Bonds (including estimates of compensation for the underwriter) are estimated to be \$200,000. The premium for bond insurance, to be purchased by the underwriter of the Series B Bonds at the underwriter’s option and expense only if financially efficient, is not expected to exceed 20 basis points of the total debt service of the Series B Bonds. The District is issuing the Series B Bonds pursuant to the terms of Article 4.5, Chapter 3, Part 1, Division 1, Title 1 of the California Government Code (commencing with Section 53506). Other terms and conditions of the Series B Bonds and their execution, issuance, and sale, not prescribed by Article 4.5 referred to above, shall be governed by the relevant provisions of the Government Code and Education Code.

Section 3. Approval of Paying Agent Agreement. The Board hereby approves the form of the Paying Agent Agreement (the “Paying Agent Agreement”) between the District and U.S. Bank National Association (the “Paying Agent”), as presented to this meeting and on file with the Clerk of the Board. The President and Clerk of the Board, the Superintendent, and the Assistant Superintendent of Business Services (the “Designated Officers”), or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Paying Agent, the Paying Agent Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Paying Agent Agreement, with the advice of Parker & Covert LLP (“Bond Counsel”), may require or approve. The execution of the Paying Agent Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the Board’s approval of such changes. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Series B Bonds shall be as provided in the Paying Agent Agreement, as finally executed.

Section 4. Approval of Method of Sale and Bond Purchase Agreement. The Board hereby approves the form of the Bond Purchase Agreement (the "Bond Purchase Agreement") between the District and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), as presented at this meeting and on file with the Clerk of the Board. The Board hereby further authorizes the sale of the Series B Bonds to the Underwriter, pursuant to the Bond Purchase Agreement. The Board hereby determines that the sale of the Series B Bonds by negotiation will result in an overall lower cost to the District. The Designated Officers are hereby authorized and directed to negotiate with the Underwriter the final terms of the sale and its timing. Such terms shall provide that (a) the Underwriter's discount shall be 0.75% of the par amount of the Series B Bonds; (b) the maximum true interest cost on the Series B Bonds shall not exceed the maximum interest rate permitted by law; and (c) the final maturity of the Series B Bonds shall not extend beyond August 1, 2045.

Section 5. Approval of Continuing Disclosure Certificate. The Board hereby approves the form of the Continuing Disclosure Certificate relating to the Series B Bonds (the "Continuing Disclosure Certificate"), as presented to this meeting and on file with the Clerk of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Continuing Disclosure Certificate in substantially that form, with such changes therein as the Designated Officer or Officers executing the Continuing Disclosure Certificate, with the advice of Bond Counsel, may require or approve. The execution of the Continuing Disclosure Certificate by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

Section 6. Official Statement. The Board hereby approves the form of the Preliminary Official Statement relating to the Series B Bonds (the "Preliminary Official Statement"), with such additions, changes, and deletions as permitted hereunder and under applicable law (the "Official Statement"), presented to this meeting and on file with the Clerk of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized and directed to execute the Official Statement in substantially that form, with such changes as the Designated Officer or Officers, upon the advice of Isom Advisors, a Division of Urban Futures, Inc. (the "Financial Advisor") may require or approve. The execution of the Official Statement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The Board hereby authorizes and directs the Underwriter to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Series B Bonds, and authorizes and directs the Underwriter to deliver copies of the final Official Statement to all purchasers of the Series B Bonds. The Board hereby authorizes and directs the Designated Officer or Officers to deliver to the Underwriter certification to the effect that the Board deems the Preliminary Official Statement, with such changes approved by the Designated Officer or Officers, to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Section 7. Valid Obligations. The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in the issuing of the Series B Bonds in order to make them legal, valid, and binding general obligations

of the District have been performed and have been met, or will at the time of delivery of the Series B Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit of the District are hereby pledged for the timely payment of the principal and interest on the Series B Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series B Bonds.

Section 8. Paying Agent's Fees. In accordance with Education Code section 15232, the District hereby requests the Board of Supervisors of the County of Ventura (the "County") to include within the annual tax levy for the Series B Bonds the fees and expenses payable to the Paying Agent.

Section 9. Building Fund and Tax Collection Fund. (A) **Building Fund.** The District hereby requests that the Ventura County Treasurer-Tax Collector (the "Treasurer") establish and create and/or maintain the "Rio Elementary School District, General Obligation Bonds, Election of 2014, Series B Building Fund" (the "Building Fund") and keep the fund separate and distinct from all other District and County funds. The District hereby further requests that the Treasurer deposit the proceeds of the sale of the Series B Bonds (except any premium or accrued interest received from the sale) into the Building Fund for use by the District to pay the costs of the school facilities described in the bond measure approved by the voters of the District and costs of issuance of the Series B Bonds.

(B) **Tax Collection Fund.** The District hereby requests that the Treasurer establish and create and/or maintain the "Rio Elementary School District, General Obligation Bonds, Election of 2014, Series B Tax Collection Fund (the "Series B Tax Collection Fund"), and keep the fund separate and distinct from all other District and County funds. The District hereby further requests that the Treasurer deposit any premium received from the sale of the Series B Bonds into the Series B Tax Collection Fund. The District hereby further requests that the Treasurer withdraw from the Series B Tax Collection Fund and transfer to the Paying Agent at the times requested by the District the amounts required to pay debt service on the Series B Bonds, and to pay the fees and expenses of the Paying Agent.

Section 10. Identification of Professionals Involved. The Board hereby approves the firm of Isom Advisors, a Division of Urban Futures, Incorporated, to act as financial advisor; U.S. Bank National Association to act as Paying Agent; the firm of Sage Institute to act as District Advisor; and the firm of Parker & Covert LLP to act as bond counsel and disclosure counsel to the District, with respect to the sale and delivery of the Series B Bonds.

Section 11. Official Intent. The District intends to undertake the construction, repair and acquisition of school facilities and equipment, described in the bond measures, to serve the District (the "Improvements"). The District intends to use the proceeds of its Series B Bonds described in this Resolution to finance the Improvements. The District expects to pay certain capital expenditures (the "Reimbursement Expenditures") in connection with the Improvements prior to the issuance by it of the indebtedness for the purpose of financing the costs of the Improvements on a long-term basis. The District reasonably expects that the Series B Bonds debt obligations will be issued by it for the purpose of financing the cost of the Improvements on a long-term basis and that certain of the proceeds of such debt obligations will be used to reimburse the District for the Reimbursement Expenditures.

The Board hereby declares the District's official intent to use a portion of the proceeds of the proposed indebtedness to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2 and Section 54A(d)(2)(D) of the Internal Revenue Code of 1986, as amended.

Section 12. Authorization of Officers to Execute Documents. The Board hereby authorizes and directs the Designated Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable, including to apply for and purchase a municipal bond insurance policy, in order to complete the sale, issuance, and delivery of the Series B Bonds, and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 13. Effective Date. This Resolution shall take effect immediately upon its passage.

[Signature Page Follows]

APPROVED, PASSED, AND ADOPTED on April 13, 2016, by the Rio Elementary School District Board of Trustees, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

RIO ELEMENTARY SCHOOL DISTRICT

By: _____
Eleanor Torres
President of the Board of Trustees

ATTEST:

By: _____
Joe Esquivel
Clerk of the Board of Trustees

9.5



Agenda Item: 9.5. Approval of the revised Contract and Fee Schedule for Architecture for Education

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale:

At the January 21, 2015 board meeting, a contract for architectural services-K-8 STEAM school was approved. This contract was awarded for the design of a new K-8 STEAM school. The selected architect was Architecture for Education.

During the planning and design process for the new K-8 STEAM school, it was determined that one of the proposed classroom buildings, Building C, would be designed, but not built. The school campus excluding Building C was labeled Phase 1. Phase 1 can be built without state matching funds or new bond funds. The school capacity also is in line with current enrollment growth projections in the mitigation areas.

Although Building C will not be built in Phase 1, Architecture for Education will design the building and obtain DSA approval for Building C.

The architect's fee that was included in the original contract was based on a construction cost estimate of \$30,000,000. The construction cost estimate of the full project, including Building C is currently \$38,336,007. Therefore a fee increase of \$381,629 would be required if the building were constructed. Since that portion of the campus will only be designed and DSA approved, 65% of this increase will be required, \$248,060.

Financial Impact: Cost increase of \$248,060

Measure G Bond Funds

Recommended Motion: Staff recommends the approval of the revised contract for Architecture for Education.

Attachments:

Exhibit D Fee Schedule

Amendment 1 to A4E Contract

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL SERVICES (this "First Amendment") is made and entered into this 13th day of April 2016, by and between RIO SCHOOL DISTRICT, a political subdivision of the State of California ("District") and ARCHITECTURE FOR EDUCATION, INC., a California corporation ("Architect"). District and Architect are sometimes referred to herein collectively as the "Parties." Unless otherwise defined in this First Amendment, capitalized terms used herein have the same meanings as those defined in the Agreement (which is defined below).

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Architectural Services between Rio School District and Architecture for Education, Inc., dated January 21, 2015 (the "Agreement"), whereby District engaged Architect to provide full architectural planning, programming and design services for the District's proposed Riverpark West K-8 Steam School (the "Project") to be constructed on a designated school site in the Riverpark community in Oxnard, California; and

WHEREAS, the District originally envisioned the Project to include certain kindergarten to eighth grade classrooms, certain ancillary buildings such as a library and multipurpose room, and the District's administrative center, but because of certain land use matters, the District will likely locate its administrative center elsewhere; and

WHEREAS, the Project "as designed" has a student capacity of approximately 900 students, and includes Building A, with certain kindergarten classrooms and an administrative office; Building B, with certain first and second grade classrooms and 2 STEAM centers; Building C, with certain third to fifth grade classrooms and 2 STEAM centers; Building D, with certain sixth to eighth grade classrooms and 1 STEAM center; and Building E, with a library, multipurpose room, central kitchen, culinary classroom and other auxiliary rooms, all as narratively described and pictorially depicted on the Architect's drawings that will be submitted for DSA approval, which drawings are attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, subsequent to the execution of the Agreement, the District determined that it is in the District's best interest to proceed with partial buildout of the Project, that includes Buildings A, B, D and E, and excludes Building C, for a total capacity of approximately 585 students ("Phase 1"), because the initial student capacity of the Project has decreased, as evidenced by updated student enrollment projections, and because Phase 1 can be financed solely by local funds and the availability of State funding for new school construction is uncertain at this time; and

WHEREAS, District would like to facilitate its ability to pursue construction of Building C ("Phase 2") at a later date, when and if necessary and financially feasible; and

WHEREAS, the District has therefore elected to pursue DSA approval of the entire Project, inclusive of Phase 1 and Phase 2, at this time; and

WHEREAS, the Architect's Fee was originally based upon a projected not-to-exceed amount for substantial, but not complete, construction of the Project, and the Parties would like to amend their agreement with respect to the Fee in light of District's revised scope of the Project, and current plans to proceed DSA approval of the entire Project, construction of Phase 1 of the Project as soon as practicable, and potential construction of Phase 2 of the Project at a later date; and

WHEREAS, the preliminary construction cost estimate of the Project was Thirty Million Dollars (\$30,000,000.00), which estimate remains the construction cost estimate for Phase 1 of the Project; and

WHEREAS, the projected construction cost estimate for the entire Project, inclusive of Phase 1 and Phase 2, is up to Thirty Eight Million Three Hundred Thirty-Six Thousand Seven Dollars (\$38,336,007.00); provided, however, that the District's total budgeted amount for the entire Project is Thirty Six Million Eight Hundred Forty-One Thousand Eight Hundred Eighty-Six Dollars (\$36,841,886.00), and further provided that, at this time, the District's ability to proceed with full buildout of the Project depends on the availability of additional funding; and

WHEREAS, the District's construction project manager shall prepare updated construction cost estimates based upon the DSA-approved architectural drawings; and

WHEREAS, in light of the foregoing occurrences, the scope of the Project, the Architect's Fee, and the estimated construction cost for the Project have been modified, and the Parties wish to document their agreement with respect to those modifications as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Scope of Project.** The "Scope of Project" originally listed in Paragraph A of Exhibit A, is hereby replaced with the updated and revised project description as set forth on the DSA drawings which are attached hereto as Exhibit 1.

2. **Construction Cost Estimate.** The preliminary construction cost budget as set forth in Paragraph A of Exhibit A shall remain Thirty Million Dollars (\$30,000,000.00) for Phase 1 of the Project. The current projected construction cost estimate of the entire Project, inclusive of Phase 1 and Phase 2, shall be up to Thirty Eight Million Three Hundred Thirty-Six Thousand Seven Dollars (\$38,336,007.00), provided, however, that the District's total current budgeted amount for the entire Project is Thirty Six Million Eight Hundred Forty-One Thousand Eight Hundred Eighty-Six Dollars (\$36,841,886.00). The Parties understand and agree that District's ability to proceed with full buildout of the Project depends on the availability of additional funding, including State funding. The District's construction project manager shall prepare an updated construction cost estimate based upon the DSA drawings set forth in Exhibit 1, and the Parties understand and agree that the actual construction cost may be lower than the projections.

3. Fee. The Parties hereby amend their agreement with respect to the Fee as follows.

a. Section 6.1 of the Agreement is modified to read as follows:

- i. Sliding Scale Fee. The District shall pay Architect for all Services contracted for under this Agreement pursuant to the fees and rates set forth on Exhibit "D." However, the total Fee shall be capped at certain not-to-exceed amounts, as set forth below.
- ii. Not-to-Exceed Fee for Complete Project Drawings and Phase 1 Construction. The total Fee due to Architect for complete Project drawings and Phase 1 construction shall not exceed One Million Nine Hundred-Fifty Thousand Dollars (\$1,950,000.00). This initial not-to-exceed amount is based upon the preliminary project construction budget of Thirty Million Dollars (\$30,000,000.00) for Phase 1 construction. Upon mutual written agreement of the Owner and Architect, the One Million Nine Hundred-Fifty Thousand Dollars (\$1,950,000.00) not-to-exceed amount for Phase 1 construction may be adjusted in accordance with any revised construction cost estimate prepared by the District's construction project manager.
- iii. Not-to-Exceed Fee for Phase 2 Construction. For billing purposes, the Project construction budget at time of submittal to the DSA shall be up to Thirty Eight Million Three Hundred and Thirty Six Thousand and Seven Dollars (\$38,336,007.00), which is based upon complete buildout of the Project, inclusive of Phase 1 and Phase 2 construction. In the event that the District authorizes actual construction of Phase 2 of the Project, the total Fee shall be increased to a not-to-exceed amount of Two Million Three Hundred-Thirty One Thousand Six Hundred and Twenty Nine Dollars (\$2,331,629.00). At time of DSA submittal, Architect shall only be eligible to bill for Sixty-Five Percent (65%) of this Fee or One Million Five Hundred-Fifteen Thousand Five Hundred and Fifty Nine Dollars (\$1,515,559.00).
- iv. Actual Fee Paid. The actual Fee paid to Architect shall be determined based upon the actual construction costs for the Project; provided, however, that the Fee shall be capped at the applicable not-to-exceed amount set forth above. The Fee shall be adjusted downward if actual construction costs are less than the estimated cost.

b. Exhibit D attached to the original Agreement is hereby replaced with the Exhibit D attached to this Amendment as Exhibit 2.

4. Agreement. Except as specifically provided in this First Amendment, the terms and conditions of the Agreement remain unmodified and in full force and effect.

5. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, together, shall constitute one document.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first written above.

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

By: _____
Dr. John Puglisi, Superintendent

By: _____
Kristen Pifko, Assistant Superintendent
"District"

ARCHITECTURE FOR EDUCATION, INC., a
California corporation

By: _____
Gaylaird Christopher AIA, President

By: _____
Rachel Adams AIA, Secretary
"Architect"

MWGJF REDLINE AS OF 4/5/16

EXHIBIT 1
ARCHITECTURAL DRAWINGS FOR SUBMITTAL TO DSA

EXHIBIT 2
REVISED "EXHIBIT D"

EXHIBIT D

RIO K-8 STEAM SCHOOL FEE SCHEDULE

PRE-DESIGN

A. Pre-Design Services.

In coordination with the District's Planning Committee, Cabinet and District Board meetings detailing the District mission, Architect proposes to provide the following pre-design services:

1. Develop a design program for the K-8 STEAM School that supports a hands-on curriculum approach;
2. Develop educational specifications for the K-8 STEAM School, at full capacity;
3. Develop a Master Plan, identifying phased construction for approximately 600 and 900 student capacities; and
4. Assist with site acquisition and CDE site approval.

B. Pre-Design Schedule.

Given the collaborative nature of the first phase of work, and the importance of creating a reliable document on which to make subsequent implementation decisions, Architect believes pre-design will encompass two (2) months. In completing the pre-design phase, much will depend on Architect's ability to meet with District's Planning Committee. Please see the attached Planning Schedule for further detail.

C. Pre-Design Fee.

To provide the pre-design services noted above, Architect proposes a fixed fee of **Forty Thousand Dollars (\$40,000.00)** to be billed on a monthly basis, according to work completed. The pre-design fee is detailed as follows: Forty Thousand Dollars (\$40,000.00) for Rio K-8 STEAM School Program and Educational Specifications.

PHASED CONSTRUCTION

A. Phase 1 and Phase 2 Construction.

District has elected to proceed with phased construction of the Project, with Phase 1 to likely include Buildings A, B, D and E, and Phase 2 to likely include Building C and any other buildings not actually constructed in Phase 1.

B. DSA Approval.

As approved by District, Architect shall proceed with completion of the construction documents for Phase 1 and Phase 2 for approximately 900 students. Architect shall submit all buildings for DSA approval, allowing District flexibility as to when the buildings will be constructed, based upon availability of funding. Architect shall only receive fees for the Construction Administration Phase for buildings under construction.

C. Phase 2 Construction.

As stated above, Phase 2 shall include any buildings or components not constructed in Phase 1. Phase 2 is not anticipated to start until State funding is acquired. Phase 2 Construction Administration Phase fees shall be due when those buildings are under construction.

D. Fee Schedule.

The Fee for architectural and engineering services as defined in the Agreement shall be based upon a percentage of construction cost at the following percentages.

FEE SCHEDULE – K-8 STEAM SCHOOL	
CONSTRUCTION COST	PERCENTAGE
Up to the First \$1,000,000	9.00%
The Next \$1,000,000 - \$2,000,000	8.50%
The Next \$2,000,000 - \$4,000,000	8.00%
The Next \$4,000,000 - \$6,000,000	7.50%
The Next \$6,000,000 - \$10,000,000	7.00%
The Next \$10,000,000 - \$14,000,000	6.50%
The Next \$14,000,000 - \$18,000,000	6.00%
The Remaining above \$18,000,000	5.50%

E. Not to Exceed Amount.

The Parties have agreed to a certain not-to-exceed for the Fee, which amount shall be inserted in Article 6 of the Agreement. For periodic payment purposes, this amount may be adjusted upon mutual agreement of the District and Architect in accordance with the construction project manager's updated construction cost estimates.

F. Actual Fee.

The actual Fee shall be determined based on the Actual Construction Costs for the Project; provided, however, that the actual Fee shall not exceed the not-to-exceed amount in Article 6.

The term "Actual Construction Costs" shall be defined as: (1) the sum of all of the contracts between the District and the contractors who actually construct the Project and for whose work Architect or its consultants prepared final working drawings and specifications acceptable to the District; (2) all authorized additive change orders for such contracts, so long as any such additive change orders were not made necessary by the intentional or negligent acts, errors or omissions of Architect, its officials, officers, employees, subcontractors, consultants or agents; and (3) all authorized deductive change orders for such contracts which are made necessary by the intentional or negligent acts, errors or omissions of Architect, its officials, officers, employees, subcontractors, consultants or agents.

The Actual Construction Costs shall not include the following: (1) compensation paid to the Architect, the Architect's consultants or other consultants hired by the District; (2) the costs of land or rights-of-way; (3) the costs of furnishings, equipment or other articles furnished by the

District for the Project; (4) testing and inspection fees; (5) reimbursable costs as outlined in this Agreement or any other agreement for the Project; and (6) other costs which are the responsibility of the District, including those provided for in Article 6.

G. Payment Schedule.

1. The payment of consideration to Architect as provided herein shall be full compensation for the Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in Exhibit "A," or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in this Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of this Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	2.5%
Schematic Design Phase	10%
Design Development Phase	17.5%
Construction Documents Phase-Submittal to DSA	30%
Approval by DSA	5%
Bidding Phase	2%
Construction Administration Phase	23%
Close Out Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
TOTAL BASE COMPENSATION	100%

H. Method of Payment.

1. Invoices shall be on a form approved by the District and are to be submitted to District via District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to District for approval a copy of Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4(vii) herein, District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:
 - i. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.
 - ii. Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by District.
 - iii. Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by District.
 - iv. Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by District.
 - v. Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon District's award of the bid.
 - vi. Construction Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon District's notice of completion.
 - vii. Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this phase.
 - viii. Format and Content of Invoices:

Architect acknowledges that District requires Architect's invoices to include detailed explanations of the Services performed. For example, a six (6)-hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This specificity includes a

separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, District, Construction Manager, and Project Inspectors.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by District, CM, IOR.	1.2 hours

END OF DOCUMENT



Agenda Item: 9.6. 2016/2017 Academic Calendar

Speaker: Carolyn Bernal, Director of Human Resource

Rationale: The 2016/2017 Academic Calendar is presented tonight for approval. This calendar secures dates for the first and last day of school, the winter and spring breaks and all normal holidays.

This calendar is subject to continued negotiations with RTA to identify the remaining contractual requirements such as minimum days and end of trimester dates and with CSEA to ensure all contractual holidays are identified and agreed to. Once those are identified, a finalized calendar will be brought back for final approval.

For the purposes however of informing parents and the community of when school will start and end and when the breaks will be, we ask that the draft version be approved now in order to start communicating the information district wide.

Recommended Motion: It is recommended the board approve the draft version of the 2016/2017 academic calendar in order for the District to begin communicating this information with parents and the community.

Attachments: The 2016/2017 Academic Calendar is still pending RTA membership approval, a copy will be walked in.

9.7



Agenda Item: 9.7. Classified Management Job Description - Coordinator 1 - Social Media and Multimedia Specialist

Speaker: John Puglisi/Carolyn Bernal

Rationale: The District presents a new job description in the Classified Management Unit. This job description is for a Coordinator I Social Media and Multimedia Specialist.

As Rio continues to evolve and grow and become a leader for 21st Century Learning and Thinking, this is an essential position to help support these endeavors.

Financial Impact: Fiscal Impact: \$62,436 - \$75,900

Funding Source: General Fund

Recommended Motion: It is recommended the board approve the new job description.

Attachments:
Classified Management Job Description - Coordinator I Social Media and Multimedia Specialist

Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

JOB DESCRIPTION

COORDINATOR I-SOCIAL MEDIA AND MULTIMEDIA SPECIALIST

Salary Range: \$62,436-\$75,900

Basic Function:

Under the direction of the Superintendent, is responsible for the development and maintenance of various multimedia and social activities. This position provides creative and technical support for social media and multimedia projects, including image transfer, video editing, and webpage design. Responsible for assisting in the day-to-day creative development of all the group interactive and print projects, including but not limited to: brochures, annual reports, advertisements, handouts, logos, posters, banners, invitations, web design, interactive projects, and any other assigned media for internal and external audiences.

Representative Duties:

- Serve as the Project Manager for all social media and multimedia and web-based initiatives for the District
- Meet and confer with personnel, administrators, students and to the public to obtain and determine information for publication and promotion; collaborate with administrators in the development and implementation of promotional and public information goals, objectives, strategies, time lines and priorities, collaborate with departments to ensure that departmental websites are up-to-date with relevant content; an implementation of promotional and public information goals, objectives, strategies, timelines and priorities attend, photograph and report on RSD related events and activities.
- Identify and assist administrators in the preparation of marketing and informational materials for social media platforms; compile and assemble such materials including photographs, interviews, captions and compositions; format materials for distribution via social media; prepare, develop and distribute informational materials concerning various RSD programs, projects, services and activities.
- Visit school sites and other RSD facilities to monitor developments, issues and areas of concern; identify communication needs and newsworthy events and activities
- Operate a computer, desktop publishing equipment and assigned software, utilize various cameras, and drive a vehicle to conduct work.
- Attend and participate in various meetings, conferences and workshops
- Transfer images among various forms of media (e.g. print, video, internet, digital camera)
- Conduct social media and multimedia software trainings and presentations.
- Research current and emerging technologies to improve videos/CDs/DVDs
- Develop graphic design
- Create desktop publishing using PC and/or Macintosh computer software

- Prepare a variety of graphical presentations
- Design websites and electronic communications
- Develop resource notebooks, newsletters, forms, presentation materials, graphic images, and visual displays
- Performs job related duties as assigned

Knowledge and Abilities:

- Principles, practices and techniques involved in the composition, editing, layout, design and maintenance of news releases and community and website publications
- Traditional and social media marketing techniques
- Strategic planning, public relation, special event planning and project management
- Methods of collecting and organizing data and information
- Well-developed knowledge of and skill at using English grammar, punctuation, vocabulary and spelling, and editing and proofreading techniques
- Strong human relations skill to network, enhance community partnerships and collaborate with diverse individuals and groups
- Interpersonal skills using tact, patience and courtesy
- Record-keeping and report preparation techniques
- Personal computer based software programs that support this level of work, including but not limited to advanced skills in word processing, spreadsheet and presentation

Ability to:

- Remain informed of social media platform and social media marketing trends and strategies
- Communicate effectively in oral, written and electronic formats utilizing journalistic and technical writing styles, as well as approaches appropriate to social media platforms
- Perform a variety of specialized duties in the research, organization, compositions and design of press release for distribution to the local news media and website and community publication
- Work confidentially with discretion
- Work independently with little direction while establishing and maintaining appropriate project deadlines

Education and Experience:

- Requires a Bachelor's degree with major course work in Marketing, Graphic Design, media stories or related field; and
- Two (2) years full time experience involving multimedia projects, image transferring and technical support including writing, editing, designing and layout publications.
- Bilingual/Biliterate preferred
- Valid California Driver's License

Working Conditions:

Environment: Office, school and community work environments. Working with RSD staff, students and community members. Driving a vehicle to conduct work.

Physical Abilities:

- Dexterity of hands and fingers to operate a computer keyboard
- Hearing and speaking to exchange information and make presentations

9.8



Agenda Item: 9.8. Approval of Spanish III Course Description

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary / Abstract:

Rationale: As part of the district’s work to align instructional programming at the middle schools to the California Common Core State Standards and 21st Century Learning Skills, Educational Services proposes the addition of Spanish III course for the 2015-2017 school year.

Spanish III

Department	Language Arts - Spanish		Grades	8th	
Course Title	Spanish 3	Course number	LA XXXX	State number	
Course length	Year	Required	Yes		
Textbook	En Español!, California Edition, Level 3. Copyright 2004 (McDougal-Littel). Valette & Valette and Carrera & Hanley, Spanish for Mastery 3. (D.C. Heath)				

This course is designed to develop a greater degree of mastery in the basic language skills of writing, listening, and speaking. An emphasis will be placed on increasing the students reading and listening comprehension, command of vocabulary, fluency in oral expression, grammatical accuracy in writing. The course will be taught in Spanish as an integrated and inter-related manner. This class is taught in Spanish and students are required to respond orally and in writing in Spanish. Students will interact with peer and community groups to engage in cooperative learning and share their language experiences during the school year. This course provides multi-cultural education, with an emphasis on understanding and appreciation of Spanish-speaking peoples’ customs and cultures. Reading materials for this course include classical and contemporary literature selections from current periodicals.

The study of history, culture, and customs is treated in greater depth.

Financial Impact: Not applicable

Recommended Educational Services recommends board approval of attached course description. Motion:

Attachments:
Spanish III Course Description

Department	Language Arts - Spanish		Grades	8th	
Course Title	Spanish 3	Course number	LA XXXX	State number	
Course length	Year	Required	Yes		
Textbook	¡En Español!, California Edition, Level 3. Copyright 2004 (McDougal-Littel). Valette & Valette and Carrera & Hanley, Spanish for Mastery 3. (D.C. Heath)				

Brief description of the course:

This course is designed to develop a greater degree of mastery in the basic language skills of writing, listening, and speaking. An emphasis will be placed on increasing the students reading and listening comprehension, command of vocabulary, fluency in oral expression, grammatical accuracy in writing. The course will be taught in Spanish as an integrated and inter-related manner. This class is taught in Spanish and students are required to respond orally and in writing in Spanish. Students will interact with peer and community groups to engage in cooperative learning and share their language experiences during the school year. This course provides multi-cultural education, with an emphasis on understanding and appreciation of Spanish-speaking peoples' customs and cultures. Reading materials for this course include classical and contemporary literature selections from current periodicals. The study of history, culture, and customs is treated in greater depth.

Supplementary Instructional Materials:

Items listed below are commonly used as supplementary materials and are coordinated with objectives of the course:

1. Videos
2. Powerpoint Presentations
3. Films
4. Grammar workbooks
5. Reading selections and literature from supplementary books.
6. Periodicals
7. Electronic Bilingual dictionaries
8. Games/puzzles
9. Assorted worksheets

CONTENT STANDARDS FOR SPANISH 3:

At the Spanish 3 level the student demonstrates ability in the target language, as measured by appropriate tests selected by the teacher. The student's performance on the tests, as measured by the teacher, will determine readiness for level 3. The student will:

1. Manipulate orally and in writing grammatical usages on teacher-selected methods of evaluation.
 - a. Be able to ask and answer questions in
 1. present
 2. preterit
 3. imperfect
 4. future
 5. conditional
 6. the perfect and progressive tenses
 7. the subjunctive tenses
 - b. Be able to use grammatical knowledge from first and second year.



Agenda Item: 9.9. Memorandum of Understanding with the Boys and Girls Club of Oxnard and Port Hueneme for 2016/2017 to Provide After school Programs

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary / Abstract:

Rationale: The Rio School District continues to partner with the Boys and Girls Club of Oxnard and Port Hueneme (BGCOP) to provide the After School Education and Safety program for the students of the district. During the 2015-2016 school year, nearly 930 students are enrolled in the after-school programs provided by ASES grant funding. There is no charge to the parents or students for this program.

In addition to the ASES program, the Rio School District provides additional after-school extended learning programs by providing Local Control Funding Supplemental Grant funding for 240 students at Rio Vista Middle School, Rio del Norte, Rio Lindo, and Rio Plaza, all of which have been impacted due to the loss of 21st Century Grant Funding.

All sites provide homework assistance, healthy snacks, sports and recreation, academics, arts, enrichment programs and other national programs that provide social-emotional and character building support for students.

Financial Impact: The Rio School District is the fiscal agent for the \$950,488.45 ASES grant. The District provides a mandatory 33% matching in-kind services.

The Rio School District also contributes 135,345.00 in LCFE Supplemental Grant to provide after school programming

Total Fiscal Impact 1,085,833.45

Recommended Motion: Educational Services recommends approval from the Governing Board on the Memorandum of Understanding with the Boys and Girls Club of Oxnard and Port Hueneme for 2016-17 to provide after-school programs for the students of Rio School District.

Attachments:
BGCOP MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN RIO ELEMENTARY SCHOOL DISTRICT
AND THE
BOYS & GIRLS CLUB OF
GREATER OXNARD AND PORT HUENEME**

I. PARTIES

This Agreement is entered into by and between the Rio Elementary School District (hereinafter "District"), a California public school District, and the Boys & Girls Club of Greater Oxnard and Port Hueneme (hereinafter "BGCOP"), a non-profit organization pursuant to federal and state law. District and BGCOP are referred to individually as "Party" and collectively as the "Parties."

The Rio School District will serve as the fiscal agent for the ASES Program. As such, the Rio School District will ensure the following activities and services are performed:

II. TERM

The term of this Agreement shall run from July 1, 2016 through and including June 30, 2017, unless sooner terminated as herein provided.

III. PURPOSE

BGCOP has historically supported the After School Education and Safety Program (hereinafter "ASES Program"), a collaborative effort provided through the California Department of Education (hereinafter "CDE"). BGCOP agrees that there is a need to establish and expand community learning centers that provide improved academic achievement, enrichment, family and other related educational development services that support students in their effort to meet state and local standards in core content areas. The ASES Program represents a partnership of District and the schools of Rio Lindo Elementary, Rio Plaza Elementary, Rio Real Elementary, Rio del Norte Elementary, Rio del Mar Elementary, Rio Rosales Elementary, and Rio del Valle Middle School, BGCOP, parents, community members, and other support agencies. The ASES Program purpose is to support, augment, and expand existing services to provide a safe, comprehensive program, which will effectively address the needs of our students and their families. This is a continuation of the after school program established in July 2004 where the BGCOP was the fiscal agent of the 21st Century Community Learning Center Grants.

The ASES Program will be offered to students at the following DISTRICT schools: Rio Lindo Elementary; Rio Plaza Elementary; Rio Real Elementary; Rio del Norte Elementary; Rio del Mar Elementary; Rio Rosales Elementary; and Rio del Valle Middle School (hereinafter "Program Locations").

The ASES Program shall be operated pursuant to this Agreement, the ASES Program requirements of Education Code § 8482 *et seq.*, and applicable District policies and procedures.

IV. AGREEMENT

In consideration of the mutual promises and conditions set forth below, the BGCOP and District hereby agree as follows:

A. Administration/Oversight

Unless otherwise specified herein, District shall be responsible for overseeing and administering the ASES Program. BGCOP will serve as the subcontractor for the ASES Program.

B. Funding

1. Funding for the ASES Program (hereinafter "Program Funding") shall be provided through a grant obtained from the CDE, i.e. the After School Education and Safety Grant (hereinafter "Grant"). The Grant was obtained in the name of District.
2. BGCOP will be provided with funding for each elementary school Program Location and for each middle school Program Location based on funding allocated by the CDE for the ASES Grant.
 - a) *BGCOP will meet with the District to discuss and analyze monthly expenditure reports (format to be determined by RSD Business Services) by site for services provided. The monthly meetings shall take place after the month-end close process. The monthly meetings should include BGCOP Financial Manager (and any other staff BGCOP determines). RSD representatives at these meetings will be After School Program Coordinator and Fiscal Services Director (and any other RSD staff that the District determines). The District will reimburse BGCOP only after the District has received grant funding from CDE equal to or greater than the amount invoiced by the BGCOP to Rio School District for BGCOP's expenses incurred to date.*
3. The Parties shall at least annually approve a budget for all Grant funds (hereinafter the "Program Budget"). Prior approval of both Parties is required.
4. The Program Budget shall apportion funds as follows:
 - a) Eighty-five (85) percent of Grant funds shall be allocated to Program Locations for direct services to pupils.
 - b) Fifteen (15) percent of Grant funds shall be allocated to administrative costs, to be further allocated per the District program plan and program budget.

The Program Budget shall apportion funds as follows:

For the 2016-2017 school year, the District shall apportion \$571,589.65 to BGCOP.

Additional Supplemental Funds schools receive to support programming during non-school day programs include Rio del Norte - \$25,000, Rio del Valle - \$27,031.95, Rio Lindo - \$22,500, Rio Plaza - \$21,600, Rio Real - \$21,600 and Rio Rosales - \$22,500).

The District's indirect costs of 5% (approximately \$45,896) is automatically calculated by the CDE and given to the fiscal agency (ASES - Rio School District). The indirect costs are costs that the agency cannot directly foresee. These funds are funds used to pay for costs that occur that do not fall into any of the budget categories/series. These costs are percentages of time for District finance department, District HR department, District IT department, etc. These expenses include a percentage of all consumable products for the aforementioned departments as well as for the grant administrative staff (paper, pens, ink, etc). The expenses also include a percentage of our copy machine maintenance and ink.

The 10% allocated for administrative cost will be allocated for the following services through the following BGCOP staff: Director of School Based Programs, Director of Operations (Human Resources/Payroll of BGCOP staff), Director of Athletics, Director of Program Services, Director of Technology, Finance Department, Area Director for Staff Trainer, School Based Program Specialist, and Director of Volunteer Services.

New ASES Grant Monies, awarded to Rio Real K-8 school (37,950.00) will support Direct Services to students.

The budget will allocate funds for the hourly salary and benefits for the District teacher liaisons in addition to site and District professional development costs for after-school program staff. BGCOP will provide Rio School District with quarterly ASES program expenditure reports, by school site, in line with the projected school site ASES budgets (see attached).

5. The Parties shall not expend Grant funds except in accordance with the Program Budget. Any funds budgeted but unused shall be reallocated for ASES Program use in a subsequent budget, to the extent such use is consistent with law.
6. District shall disperse Grant funds in accordance with the Program Budget, but only after the District has received Grant funds from the CDE.
7. *The Rio School District agrees to provide \$122,520 in funding to the BGCOP to provide additional afterschool programming for 275 students for the 2016-2017*

school year at Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo and Rio Vista Middle Schools as follows:

Rio Rosales: 25 students

Rio Lindo: 25 students

Rio del Norte: 50 students

Rio Plaza: 50 students

Rio Vista Middle School: 125 students

Budget apportionments will include additional Local Control Supplemental Grant funds for the 2016-2017 School to be allocated as follows:

Rio Vista Middle School Staff 4@ 12,252.00= 49,008 Total: 49,008.00
Rio del Norte Staff 2@12,252.00= 24,504.00 Total: 24,504.00
Rio Lindo 1@12,252.00= 12,252.00 Total: 12,252.00
Rio Plaza Staff 2@12,252.00= 24,504.00 Total: 24,504.00
Rio Rosales 1@12,252.00=

12,252.00

Total: 12,252.00

The \$122,520 will be distributed in three equal payments of \$40,840 on September 1st, January 1st, and April 1st upon receipt of an invoice provided by the BOYS & GIRLS CLUB Of GREATER OXNARD AND PORT HUENEME.

Additional programming, funded with Local Control Supplemental Grant dollars, will adhere to all ASES programming conditions of agreement as outlined in the existing ASES MOU with the exception of classroom ratio which will be adjusted from 20 students to 1 staff member to 25 students to 1 staff member.

C. Program Components

1. BGCOP shall ensure that ASES Program services provided at each Program Location are compliant with all applicable requirements of the ASES Program. At the time of execution of this Agreement, those requirements include, in pertinent part:
 - a) ***An educational and literacy element to provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.***
 - b) ***An educational enrichment element to offer an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to positive youth development strategies, and recreation and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. Enrichment activities may be designed to enhance the core curriculum.***
2. ***The Parties agree to work together to integrate ASES Program services with District's educational program. (A) During the 2016-2017 school year, beginning in summer session, Educational Services will work with principals, after-school program teacher liaisons, grade level teacher leaders and after-school program staff to evaluate, align and develop curriculum to strengthen programming. (B) Starting with the 2016-2017 school year, the after-school program will operate under a new name to be determined by the Rio School District.***

3. It is the intent of the Parties that ASES Program services shall include, but not be limited to, guest speakers, and field trips and excursions.
4. BGCOP shall serve a daily snack, provided by the District, to ASES Program participants, and shall ensure that such snacks are compliant with all applicable requirements of the ASES Program and the District Wellness policy.

D. Employment and Employment Screening

1. Rio school District shall appoint and employ an Administrator (hereinafter "Program Administrator"), who shall administer and oversee the entire ASES Program. The Program Administrator will work collaboratively with BGCOP Director to provide supervision and contribute to the evaluation of BGCOP employees or volunteers who serve students in the Rio School District.
2. *The Rio School District shall appoint and employ* a site supervisor at each Program Location (hereinafter "After-School Coordinator"). The After-School Coordinator shall provide direct on-site supervision during all hours of ASES Program operation at their assigned Program Location, and shall support and supervise all BGCOP employees and volunteers at that Program Location.
3. *BGCOP and the Rio School District shall collaboratively appoint and employ* staff members at each Program Location (hereinafter "Professional Staff"). The Program Administrator shall specifically ensure, in part, that all Professional Staff who directly supervise pupils meet the minimum federal No Child Left Behind (NCLB) qualifications to serve as an Instructional Aide in the District.
 - i) The District human resources department will administer the "Instructional Assistant Examination" for the after-school program staff hiring pool and will provide verification to BGCOP for their hiring process.
4. Each any every person employed or volunteering in connection with the ASES Program shall be subject to health screening (including tuberculosis testing) and fingerprinting in the same manner, and in accordance with the same District policies and procedures, as apply to District Instructional Aides. BGCOP shall administer such health screening and fingerprinting and provide verification of said screening to the District.
 - i) Prior to the first day of the program start date of each year, BGCOP will provide the District's human resources department with evidence of clearance as stated above.
 - ii) BGCOP shall provide updates of clearance information, as stated above, on a quarterly basis: January 31, April 30 and June 30.
5. District and BGCOP may appoint volunteers to serve at each Program Location (hereinafter "Program Volunteers"), subject to the prior and ongoing approval of the Program Administrator, Principal at that Program Location, and After-School Coordinator at that Program Location. *Volunteers will need complete the RSD*

Volunteer Form upon meeting with Site Coordinator, Site Principal, Site Teacher Liaison, RSD Program Administrator, and any other BGCOP representatives (to be determined by BGCOP).

6. In the event BGCOP becomes aware that that any person employed or volunteering in connection with the ASES Program has been arrested or convicted of a violent or serious felony listed in Penal Code §667.5(c) or Penal Code § 1192.7, respectively, BGCOP shall immediately notify District and remove said employee or volunteer from performing services under this Agreement and from otherwise interacting with District students until such time as District authorizes the employee or volunteer to resume performing services under this Agreement.
7. BGCOP shall serve as the sole employer of all BGCOP employees required to staff the Program, and shall exercise authority to supervise and evaluate its employees, except as expressly provided herein.

Starting with the 2016-2017 school fiscal year (July 1, 2016), RSD will hire and employ After School Program Site Coordinators at each school.

The RSD After School Program Coordinator and site principals will work in collaboration with the Boys and Girls Club Director to select and evaluate after school program staff at the respective school sites.

8. District shall serve as the sole employer of all District employees required to staff the ASES Program, and shall exercise exclusive authority to supervise and evaluate its employees.
9. Each Party shall comply with all applicable federal, state, and local laws and ordinances with respect to its employees, its volunteers, and the students participating in the ASES Program.

E. Staff, Services and Materials to Be Provided by BGCOP

1. The following program staff, services, and materials will be provided by BGCOP in accordance with this Agreement, the ASES Program requirements of Education Code § 8482 *et seq.*, and applicable District policies and procedures:
 - a) BGCOP shall appoint and employ an administrator who shall administer and oversee BGCOP program staff needed to run the program as set by the District.
 - b) BGCOP grant administrator, in collaboration with the District administrator overseeing the ASES grant, shall maintain records and follow compliance guidelines described in the CDE Federal Program Monitoring (FPM)
 - c) Required budgetary information to District as requested;
 - i) ***RSD requests BGCOP to meet to discuss and analyze monthly expenditure reports (format to be determined by RSD Business***

Services) by site for services provided. The monthly meetings shall take place after the month-end close process. The monthly meetings should include BGCOP Financial Manager (and any other staff BGCOP determines). RSD representatives at these meetings will be After School Program Coordinator and Fiscal Services Director (and any other RSD staff that the District determines). The District will reimburse BGCOP only after the District has received grant funding from CDE equal to or greater than the amount invoiced by the BGCOP to Rio School District for BGCOP's expenses incurred to date.

- d) The BGCOP administrator who will perform the following duties:
- i) Provide supervision for part-time Youth Development Program Staff; the observation tool will be shared with site principals
 - ii) Work with District staff to collect data for the evaluation report required by the ASES grant assurances to submit to CDE;
 - iii) Ensure that all volunteer and program staffs attend professional development training, as required by RSD
 - iv) Ensure that staff participates in ongoing collaboration as determined by RSD After School Program Coordinator and site administrators
 - v) Manage the District approved District program administrators program budget, as a collaborative partner with the District to ensure proper payment and tracking of supplies, orders and services
 - vi) Complete and maintain other reports, plans and surveys required by CDE that related to services provided by BGCOP, with District assistance and collaboration as appropriate
 - vii) Visit sites to ensure grant compliance on programmatic levels at a minimum of once per trimester and maintain documentation for Federal Program Monitoring; participate in Ventura County Office of Education site visit (see attached monitoring form)
 - viii) BGCOP's director of after-school programs will include RSD After School Program Coordinator, site administration, and After School Site Coordinator to provide input in the selection of After School Program staff during the hiring process
- e) Professional staff for each Program Location shall provide the following daily intake, snack services, and direct ASES Program services:

- i) Access to volunteer staff and community members to serve as tutors and/or mentors. *District and BGCOP may appoint volunteers to serve at each Program Location (hereinafter "Program Volunteers"), subject to the prior and ongoing approval of the Program Administrator, Principal at that Program Location, and After-School Coordinator at that Program Location. Volunteers will need complete the RSD Volunteer Form upon meeting with Site Coordinator, Site Principal, Site Teacher Liaison, RSD Program Administrator, and any other BGCOP representatives (to be determined by BGCOP);*
 - ii) Purchasing and usage of needed equipment for program activities; purchases will adhere to District approved process prior to approval through BGCOP
 - iii) Arrival/intake and snack services; maintain proper food records for District federal reporting as required by the District food services department
 - iv) Provide a program that operates every regular school day during the regular school year, for the number of hours in accordance with ASES Grant requirements, and ensure at least a 1:20 staff to student ratio;
 - v) Provide a supplemental program, where supplemental funding is provided, that operates on non-school days as planned by District and BGCOP in accordance with the ASES grant requirements
2. BGCOP shall not subcontract any of its duties under this Agreement, whether delineated in this section or any other section of the Agreement.

F. Staff, Services and Materials to Be Provided by District

- 1. As fiscal agent for the ASES Program, District will ensure the following activities/services are performed through the Program Administrator or other District staff:
 - a) Manage the Program Budget, including collaborating with BGCOP and other agencies to ensure proper payment for services;
 - i) Prior to the first day of the program start date of each year, BGCOP in collaboration with the District, will provide the District with the projected budget for each site; includes budgets for ASES core programs, ASES supplemental programs, and LCFF funded programs at Rio Vista Middle School and the rest of the sites
 - b) In collaboration with BGCOP grant administrator, maintain records and follow compliance guidelines described in the CDE Federal Program Monitoring (FPM)

- c) Secure District curriculum personnel and/or outside consultants to provide staff development on content standards, behavior management, and other areas as identified by site and District needs; professional development may include ongoing coaching provided by District personnel
- d) Ensure attendance at all meetings required by the CDE by suitable ASES Program staff;
- e) Provide snacks to participants through the federal free lunch program through District;
- f) Visit sites to ensure Grant compliance on programmatic levels;
- g) Coordinate with agencies to ensure proper implementation and modification, as appropriate;
- h) Work with collaborating agencies to address any parent, teacher, student, or other ASES Program participant concerns that may arise;
- i) Host at least two collaborative meetings annually to monitor overall program progress and achievement of goals;
- j) Hire, if necessary or desirable, an appropriate evaluator for the proposed project and preparation of the annual report in collaboration with the evaluator;
- k) Coordinate with BGCOP to provide outreach, including hosting open-house activities at each Program Location; parent orientations, participation in back-to-school nights and other parent outreach events as appropriate
- l) Maintain after-school records regarding enrollment, waivers, emergency cards, in the District student information system; student information will be maintained and shared with partner agencies under the District confidentiality guidelines
- m) Work with District staff to ensure appropriate professional staff development;
- n) Arrange/assign appropriate school and District staff substitutes for programs as required;
- o) Serve as liaison between ASES Program and Program Location staff;
- p) Monitor program attendance records to ensure the minimum student attendance requirements are met;
- q) Meet with Principals monthly to ensure the meeting of project goals and grant assurances;

- r) **Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the Program Location by working with staff;**
 - s) **Monitor ASES Program goals through monthly ASES Program meetings.**
 - t) **Select, hire and supervise teachers as academic program liaisons at each ASES program location, to an extent and amount the District determines, to provide services according to RSD teacher liaison job description; the District and BGCOP have mutually agreed that it would be beneficial to the program to use grant funds to pay the salary and benefits for a teacher(s) to serve as a liaison between the District/school site and BGCOP. The liaison may work up to 3 hours per week at each school site. Their main job function will be to consult with the ASES site coordinator and the school principal to determine priorities and specific duties;**
 - u) **Notify site administration when the site coordinator will be pulled from the site, is absent, etc.**
2. **District shall not subcontract any of its duties under this Agreement, whether delineated in this section or any other section of the Agreement.**
3. **Roles and Responsibilities**

- a) **After-School Program Coordinators at each location will perform the following duties**
 - i) **By June 30th of the prior year, site after-school program coordinators will submit site after-school program plans to site administrators and the director of after-school programs (site administrator will provide direction and ensure alignment to the District after-school program plan).**
 - ii) **Draft Opportunity Welcome letters; in collaboration with the site administrator**
 - iii) **Phone potential participants to enroll;**
 - iv) **Host after-school program parent orientation at school sites in collaboration with site administrators**
 - v) **Attend open-houses at school sites; participate in back-to-school nights and parent outreach events as appropriate**
 - vi) **Supervise daily arrival and dismissal for the ASES Program; track daily attendance, according to ASES grant requirements, in the District student information system**

- vii) Meet with principals monthly to coordinate program alignment and goals for after-school program; coordinator will maintain agendas and notes for program monitoring
 - viii) Work with Principals and staff for referrals to potential participants to ASES Program;
 - ix) Establish contact with parents to ensure proper attendance and utilization of services;
 - x) Provide daily set-up and clean-up services;
 - xi) Develop weekly schedules for programs in coordination with the Principal
 - xii) Ensure that the staff use appropriate behavior management and discipline techniques at all times, and assist the staff in solving discipline problems;
 - xiii) Maintain after-school records regarding enrollment, waivers, emergency cards, etc. in the District student information system; staff will maintain shared information under the District confidentiality guidelines
- b) Principals
- i) have knowledge of and review the District after-school program plan
 - ii) will include ASES funds in the Single Plan for Student Achievement
 - iii) may participate in opportunities to select site program aid staff
 - iv) will select the site after-school program coordinator
 - v) will conduct observation of the site after-school program coordinator; to include goal setting meeting at the beginning of the year along with the director of after-school programs
 - vi) will provide input, to the director of after-school programs, on the summary observation of site after-school program coordinators
 - vii) will provide input to coordinators for site program aid evaluations
 - viii) will collaborate with site after-school coordinators and provide direction for coordinators to complete a site after-school program plan

- ix) will include the after-school program in their safety plans and provide access to the safety plan for after-school program staff
- x) will facilitate at a minimum, during the first trimester, one of each drill: earthquake, fire and lockdown
- xi) will be responsible for providing training on school safety plans to after-school staff
- xii) will provide an after-school staff orientation; may be included in the regular day site orientation
- xiii) will participate in budget planning and approval process
- xiv) will attend after-school staff meetings at least three times per year to share data/information (ex. September/January/June)
- xv) will provide support for after-school program staff to shadow and collaborate with site teachers
- xvi) will facilitate, at a minimum, monthly meetings where site after-school program coordinators maintain agendas and minutes for program monitoring (may meet informally on a more frequent basis)
- xvii) will assist with access and procedures for use of facility space; ex. Library, computer labs, classrooms, multi-purpose rooms, gyms, office and work rooms, etc.
- xviii) will participate in Ventura County Office of Education site visits (see attached monitoring form which will be completed by the site coordinator)

G. Student Application/Enrollment

1. Only those students in attendance for the regular school day at a Program Location may apply to participate in the ASES Program at that Program Location. Eligible students shall be enrolled on a space-available basis. RSD After School Program Site Coordinator and site administrators shall maintain a waiting list at each Program Location.
2. RSD and BGCOP will collaborate to process and maintain enrollment/registration documentation for each ASES Program participant in collaboration with the District.

H. Days/Hours Of Service

1. ASES Program services shall be provided on each day in which the school at the Program Location is in regular session, including any minimum days. ASES Program services shall commence immediately upon conclusion of the regular District school day, including minimum days, and shall extend to 6:00 p.m., or at a minimum of 3 hours per day according to grant assurances, on each such day.
2. ASES supplemental programs, where supplemental funding is provided, which operates on non-school days as planned by District and BGCOP in accordance with the ASES grant requirements at a minimum of 3 hours per day or the approved 6 hours per day as authorized by SB429 approved by CDE on June 1, 2015.
3. In any event, ASES Program services shall be offered for at least fifteen (15) hours per week.
4. With the exception of ASES Supplemental programs provided through ASES Supplemental funds used in accordance with ASES requirements, no ASES Program services shall be provided on summer, intersession, vacation, or weekend days.
5. Ensure that all participating parents sign the Early Release Policy and maintain copies on file in accordance with grant assurances. Monitor compliance with the Early Release Policy.

I. Tracking Student Attendance

1. BGCOP, in collaboration with the District, shall maintain and submit to District daily student attendance records and ensure at least a 1:20 staff to student ratio, in accordance with District policies/procedures and ASES grant assurances.
2. BGCOP, in collaboration with the District, shall maintain and track attendance data, via use of the District student information system, for purposes of attendance reporting and related requirements of the ASES Program.

J. Reports To CDE

1. District shall file all necessary reports with CDE.
2. BGCOP shall maintain and regularly submit to District statistical data for use in reports to CDE as required under the ASES Program.

K. Facilities

1. District shall provide facilities sufficient to house the ASES Program at each Program Location (hereinafter "Program Facilities.") The Program Facilities shall include, but may not necessarily be limited to classrooms, computer labs, restrooms, libraries, outdoor play space, storage space, multi-purpose rooms and gyms along with such other and further access as may be required by law.

2. District staff, in coordination with BGCOP, shall execute a District Application and Agreement for Use of School Facilities for each school year, for each Program Location, and for any supplemental or additional use of Program Location facilities not covered by this Agreement.
3. District shall clean and maintain the Program Facilities to the same standard as the other District facilities at the Program Locations.

L. Equipment

1. RSD After School Program Coordinator (with input from BGCOP- Director of After School Programs) shall purchase all ASES materials, supplies, tools, instruments, implements, and equipment, in adherence to the District approved purchasing process. Provided, however, that District shall allow reasonable access to, and use of, District library and computer resources, subject to compliance with any applicable District policies governing reasonable use of such resources.
2. RSD shall maintain records of ASES purchases and tag items in accordance with the District policies.

M. Audit

1. BGCOP shall provide financial reports and information required under the terms and conditions of the Grant to District within ten (10) working school days of District's request for such information or such other date as required by state or federal agencies.
2. BGCOP agrees to be subject to any audit requirements (programmatic or financial) imposed by RSD, any state or federal agencies under the Grant.
3. This Section shall survive termination of this Agreement.

N. Insurance

Prior to the first day of the program start date of each year, BGCOP will provide the District with evidence of insurance as follows:

1. **Public Liability and Property Damage.** BGCOP agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with the ASES Program. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.
2. **Automobile Liability.** BGCOP also agrees to maintain in full force and effect with regard to any BGCOP owned vehicles which BGCOP brings onto the Program Facilities or otherwise uses in conjunction with the ASES Program a suitable

policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

3. **Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
4. **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

Each Occurrence	Aggregate
\$ 2,000,000.00	\$ 4,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

5. **Automobile Liability.** If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Commercial vehicles: \$1,000,000.00 combined single limit

Student Transportation \$5,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

6. **Abuse and Molestation**

Each Occurrence	Aggregate
\$ 1,000,000.00	\$2,000,000.00

7. **Notice: Additional Named Insured's.** All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees and consultants, shall be designated as additional named insured's.
8. **Insurance Endorsements.** Within fifteen (15) days following execution of the Agreement, the Parties shall exchange endorsement(s) verifying the above-required insurance and the terms described herein.

O. Liability/Indemnification

1. BGCOP shall assume the defense of and indemnify and hold harmless District from and against all actions or claims against District, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by District by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the BGCOP's performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence or willful misconduct by the District, its officers, agents or employees and except for actions or claims alleging dangerous condition of District property which arise out of the acts or failure to act by the District, its officers, agents or employees which are not created by a BGCOP employee or BGCOP invitee.
2. District shall assume the defense of and indemnify and hold harmless BGCOP from and against all actions or claims against BGCOP, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by BGCOP by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the District's performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence or willful misconduct by BGCOP, its officers, agents or employees and except for actions or claims alleging dangerous conditions of BGCOP property which arise out of the acts or failure to act by the BGCOP, its officers, agents or employees which are not created by a District employee or District invitee.
3. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either Party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.
4. It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence.

5. Each Party shall establish procedures to notify the other Party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a Party to this Agreement.
6. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

P. Termination and Amendment

1. This Agreement may be terminated at the option of either Party, upon ninety (90) days advanced written notice. In the event of breach of this Agreement, the other Party may terminate this Agreement upon 30 days advanced written notice, such notice to be accompanied by a statement of reasons for said termination.
2. In the event of a substantial loss of grant funding, either Party may suspend operation of this Agreement, but only to an extent consistent with the amount of the lost funding.
3. Either Party may seek to renegotiate the terms of this Agreement by calling a meeting for such purpose. Any amendment to the Agreement must be in writing, executed by the parties, and ratified by the District Board of Trustees.
4. Ongoing review of this Agreement will be the responsibility of both Parties.

Q. Notice/Authorization

Notices required to be given pursuant to this Agreement shall be in writing and shall be delivered via: (i) personal delivery; (ii) certified or registered United States mail, postage pre-paid and return receipt requested; (iii) facsimile transmission, with original deposited into United States mail, first-class postage prepaid, within twenty-four hours of transmission; or (iv) reliable overnight delivery services, such as U.P.S., Federal Express or Overnight Express. Provided, however, that any such notice shall be valid only if delivered to the following person(s):

For District:

Oscar Hernandez, Assistant Superintendent, Educational Services
Rio Elementary School District
2500 Vineyard Ave.
Oxnard, CA 93036

For BGCOP:

Erin Antrim, Chief Executive Officer
Boys & Girls Club of Greater Oxnard & Port Hueneme
1900 West Fifth Street
Oxnard, CA 93030

R. Enforceability

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Agreement.

S. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, between the parties. No other agreement, statement, or promise made by any party not contained herein shall be binding or valid. This Agreement shall be construed as one document and all of the agreements herein are in exchange for and in consideration of the commitments of each and all of the parties herein as set out above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

RIO ELEMENTARY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

BOYS & GIRLS CLUB OF GREATER OXNARD AND PORT HUENEME

By: _____

Name: _____

Title: _____

